

GENERAL OVERVIEW

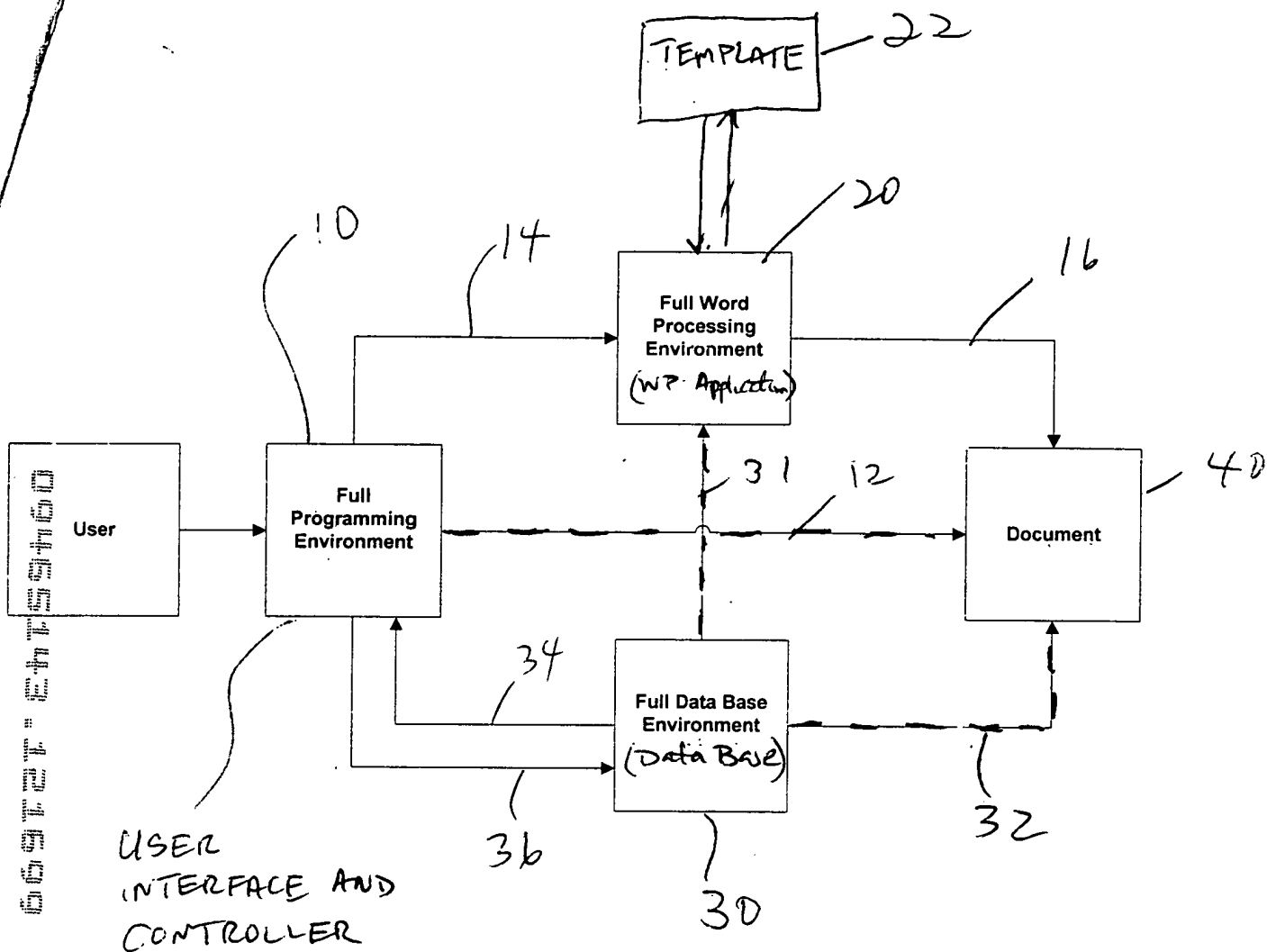


FIG 1

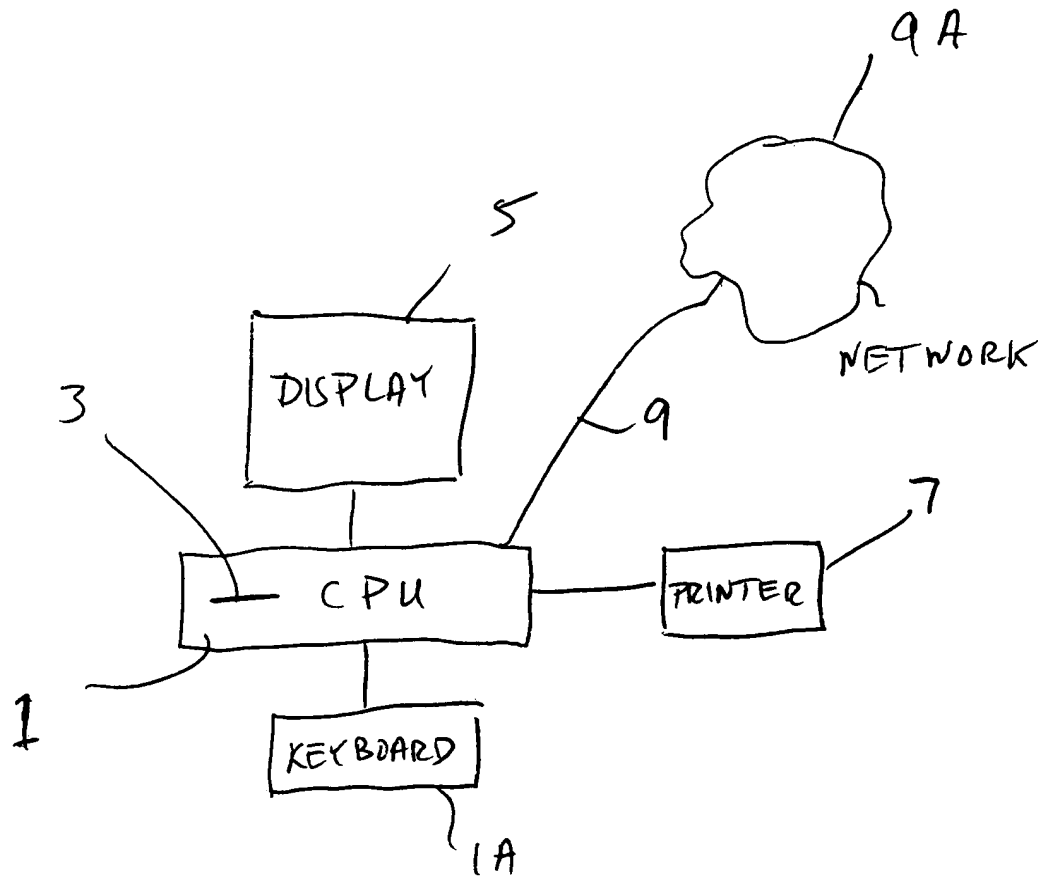


FIG 1A

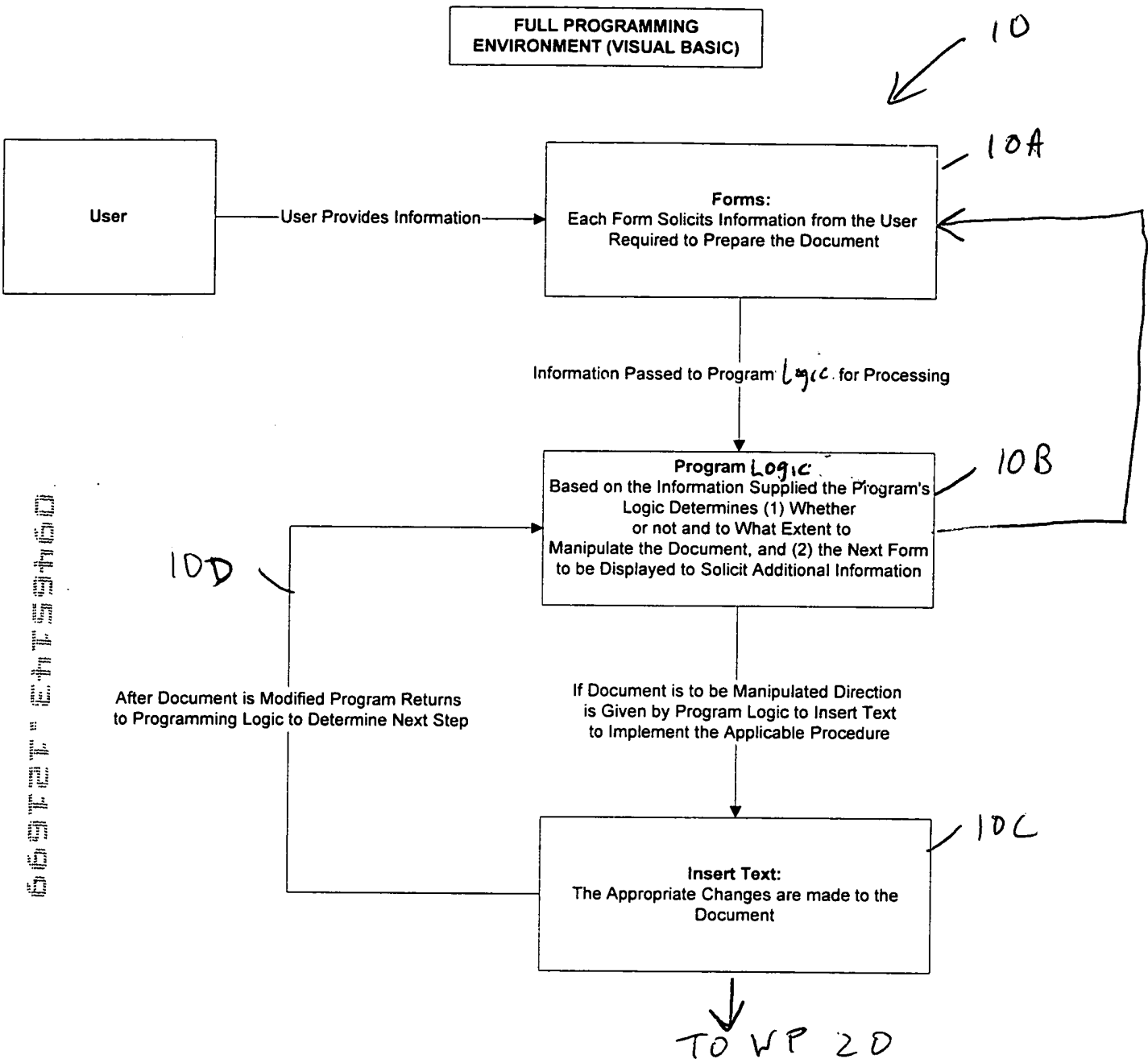


FIG 2

FORMS

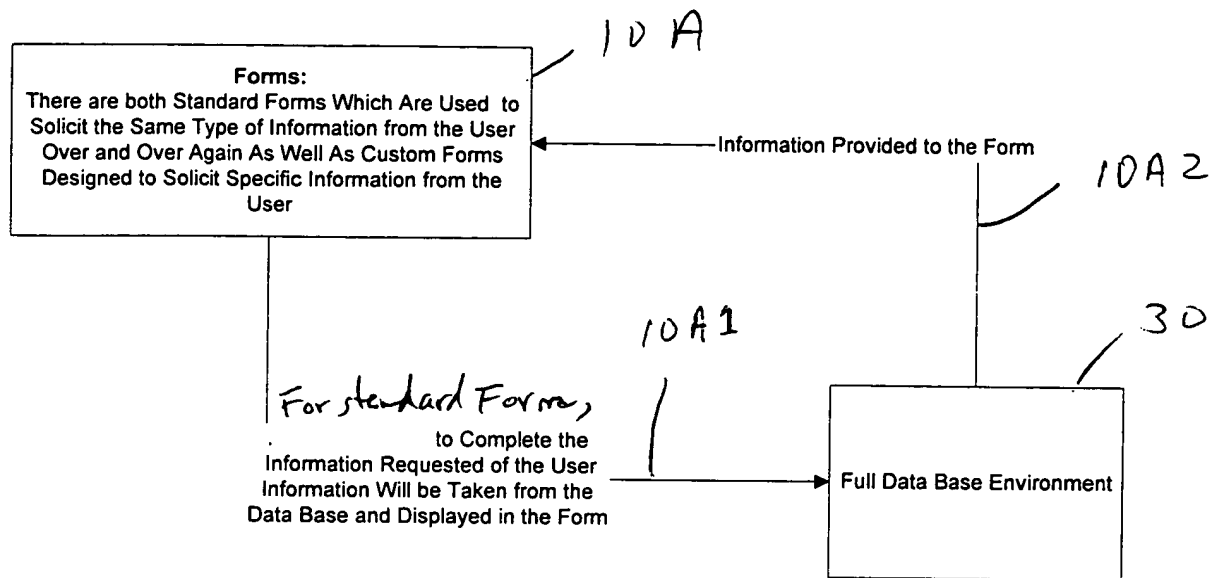


FIG 3

USPTO CHESHO

INSERT TEXT

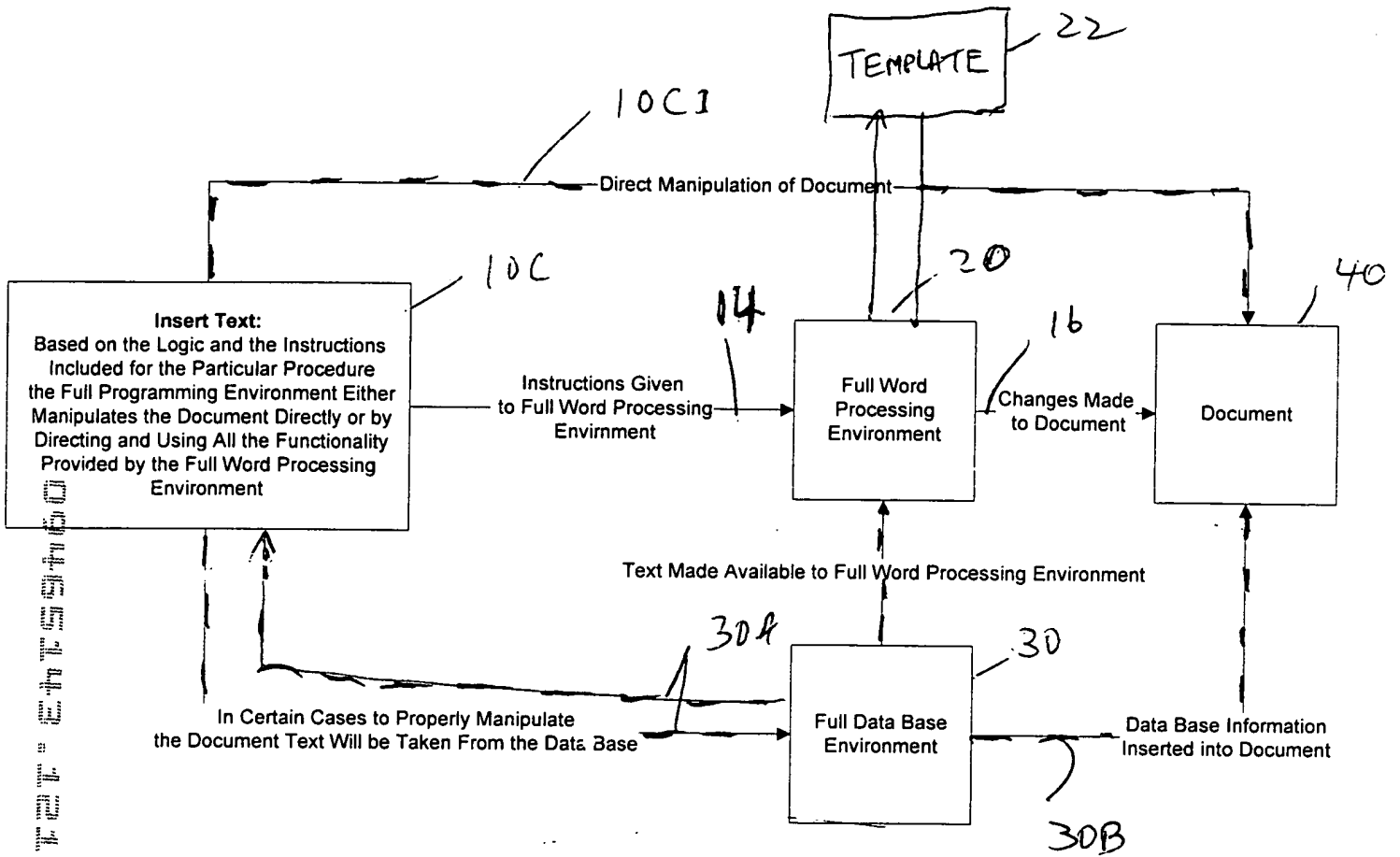
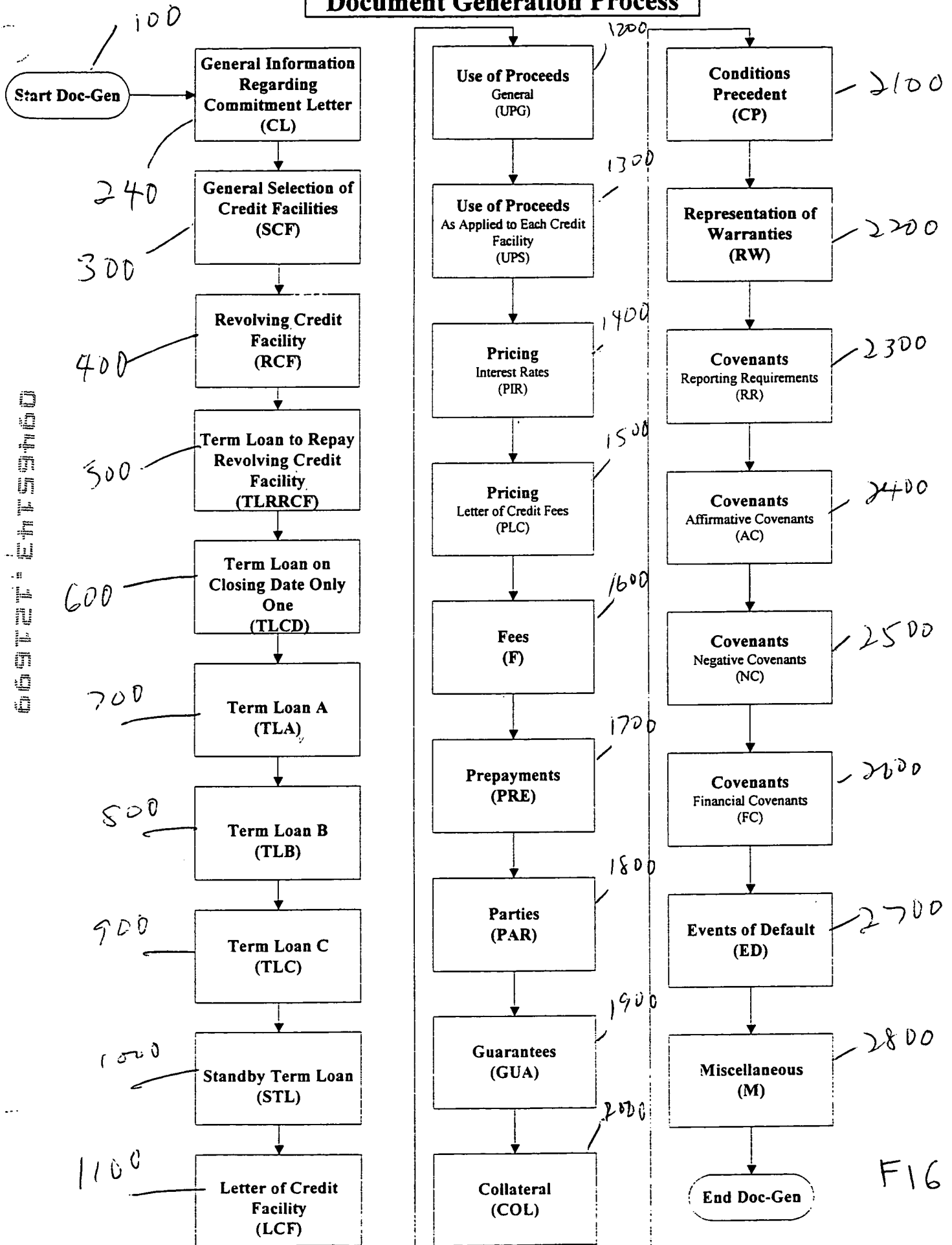


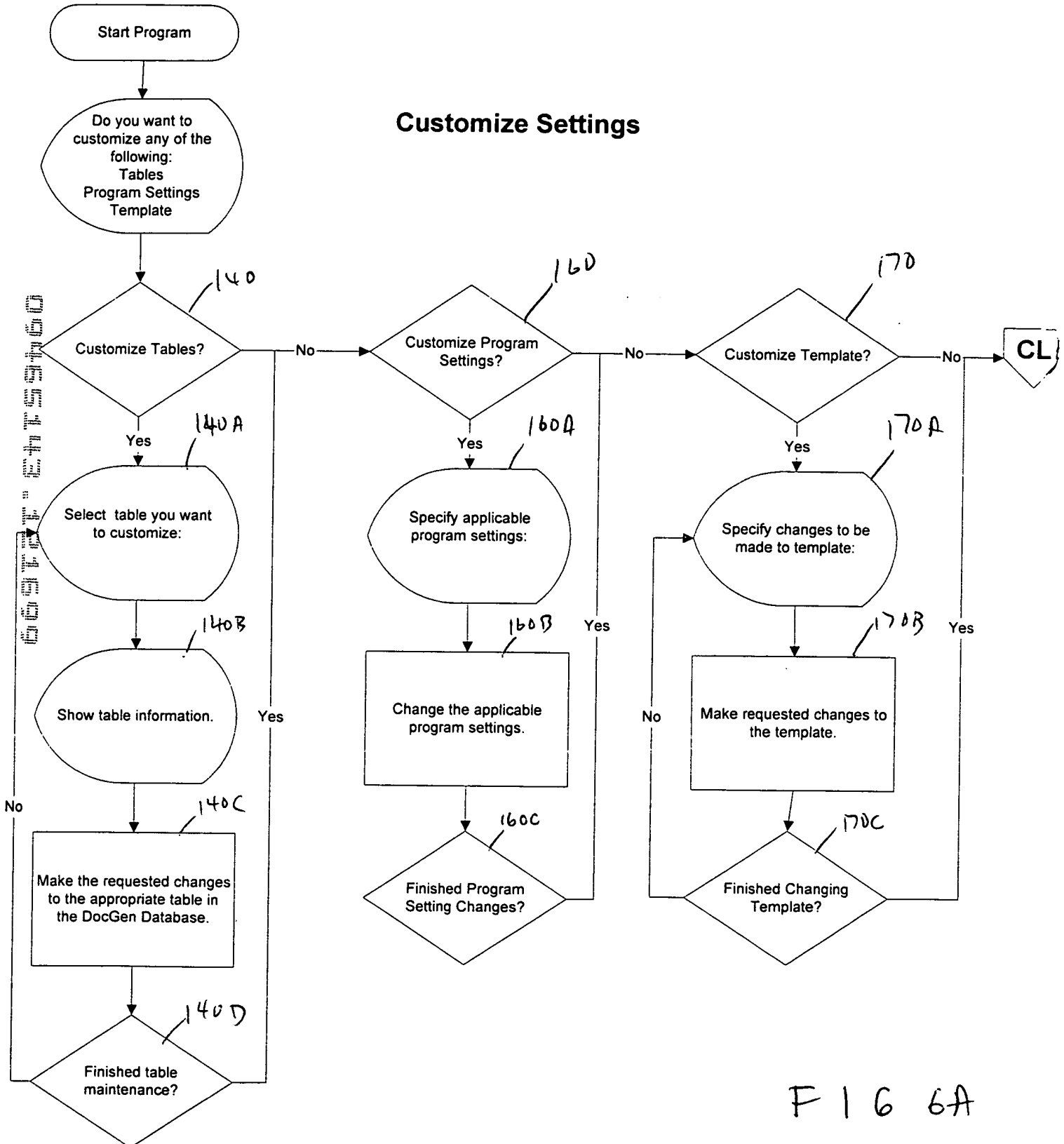
FIG 4

Doc-Gen Commitment Letter Document Generation Process

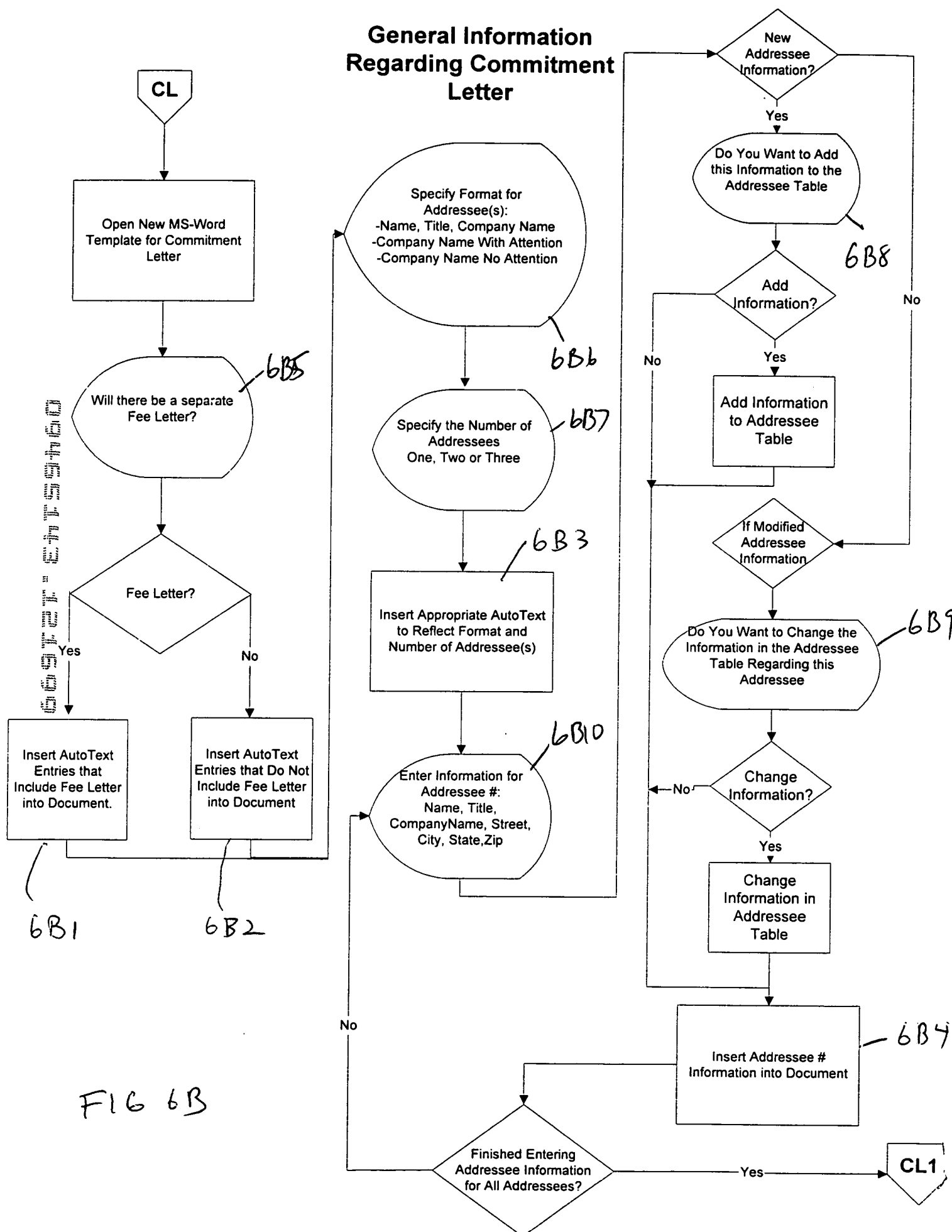


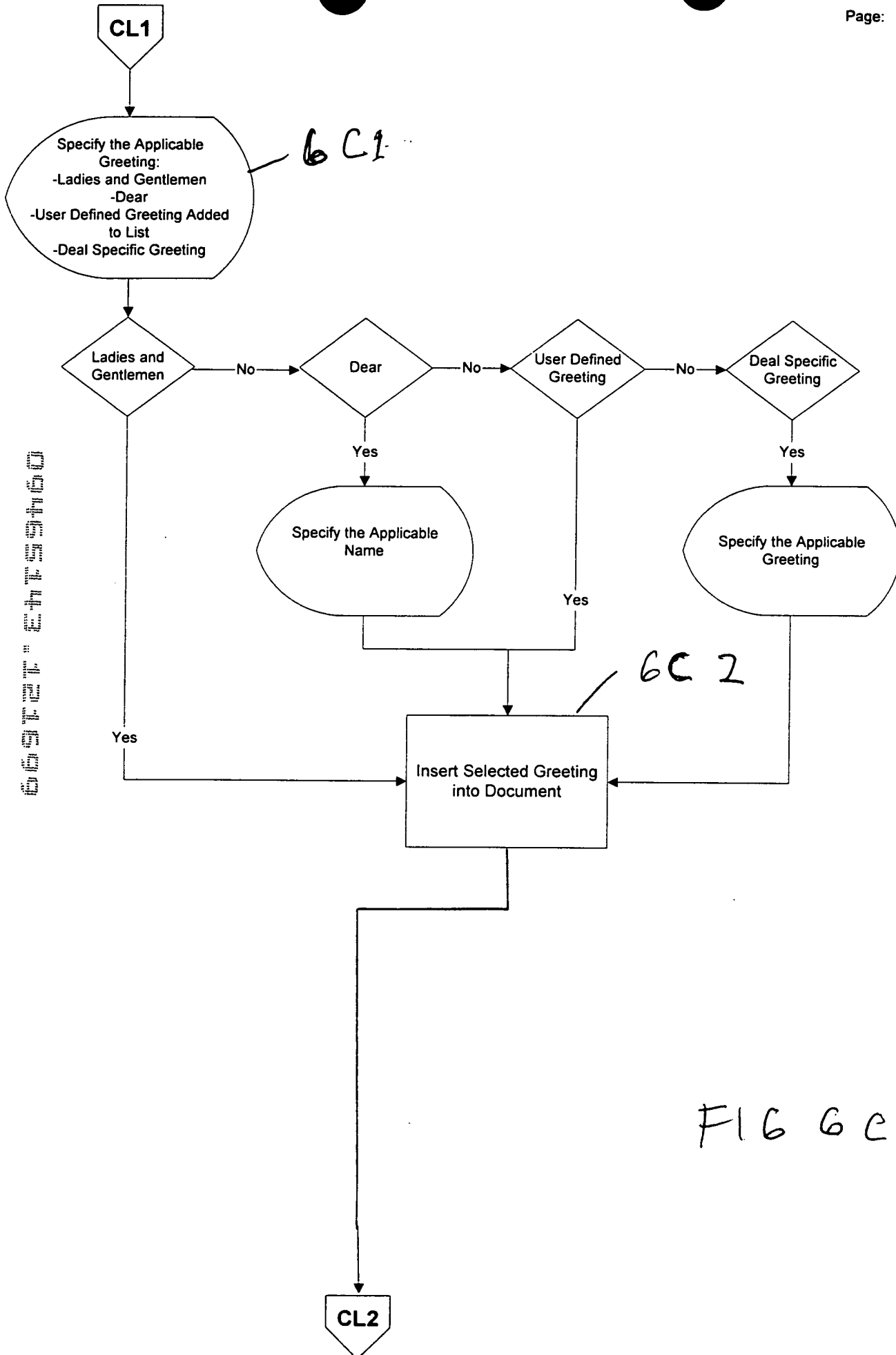
DocGen Commitment Letter
Programming Logic

Customize Settings



General Information Regarding Commitment Letter





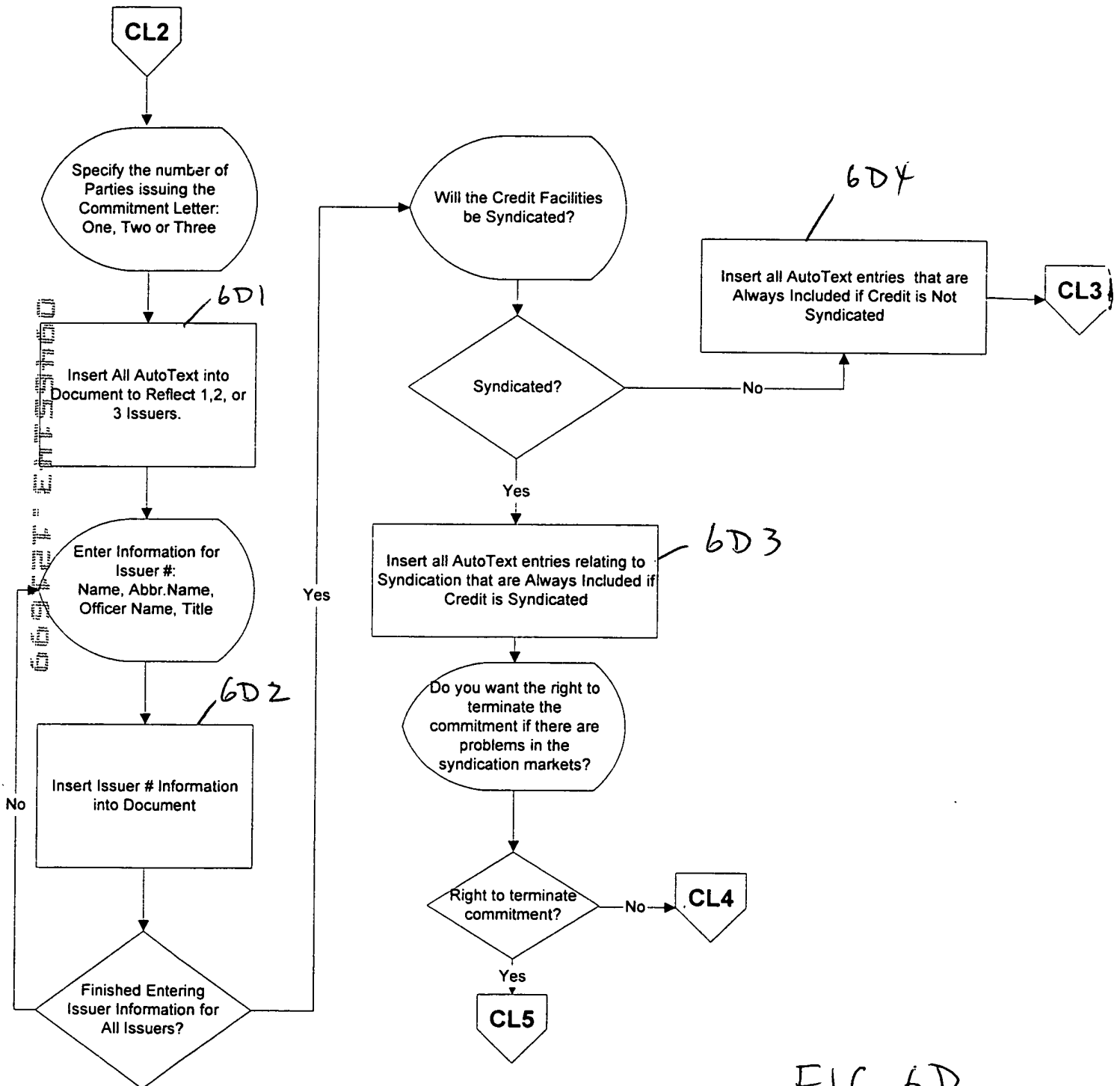


FIG 6D

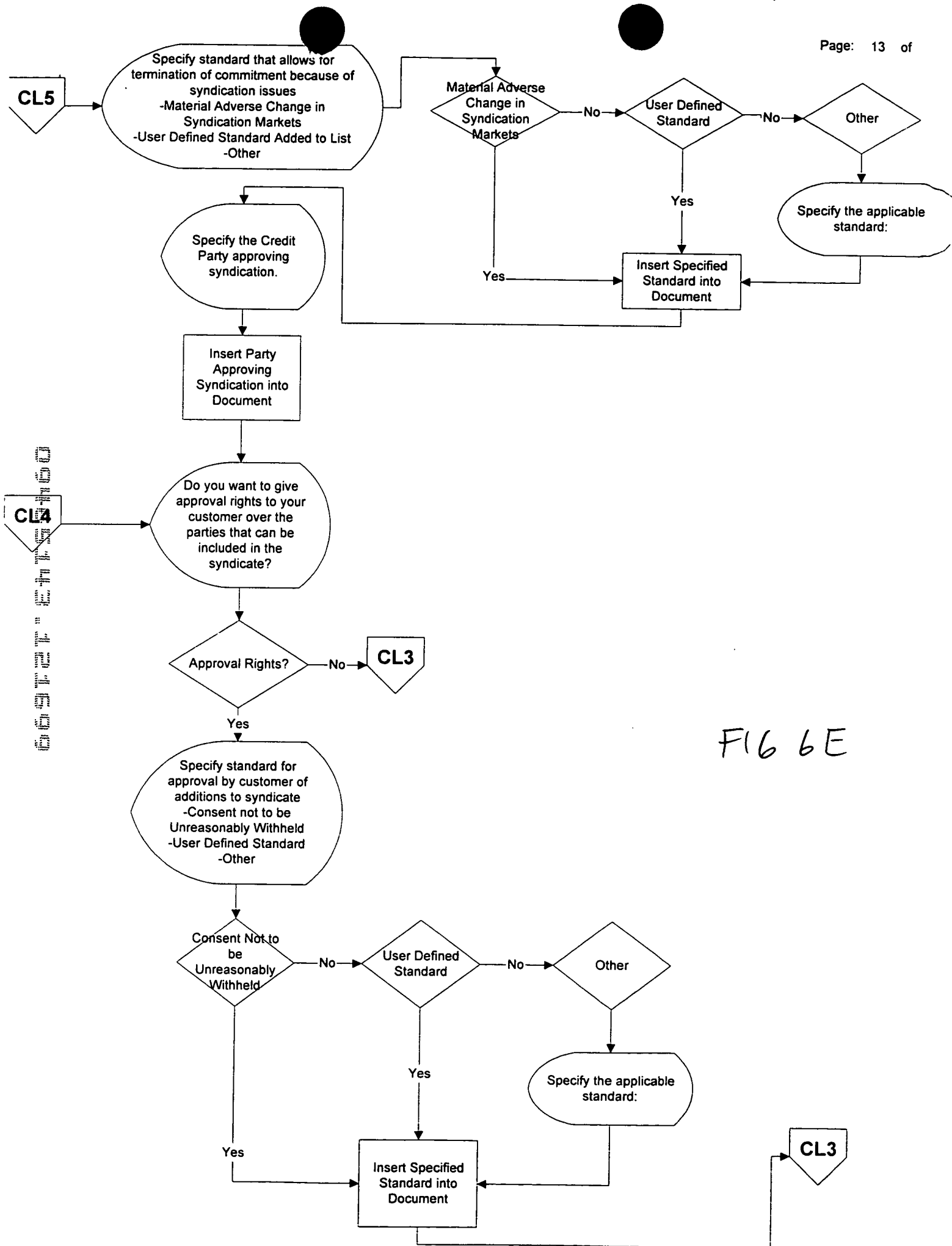


FIG 6E

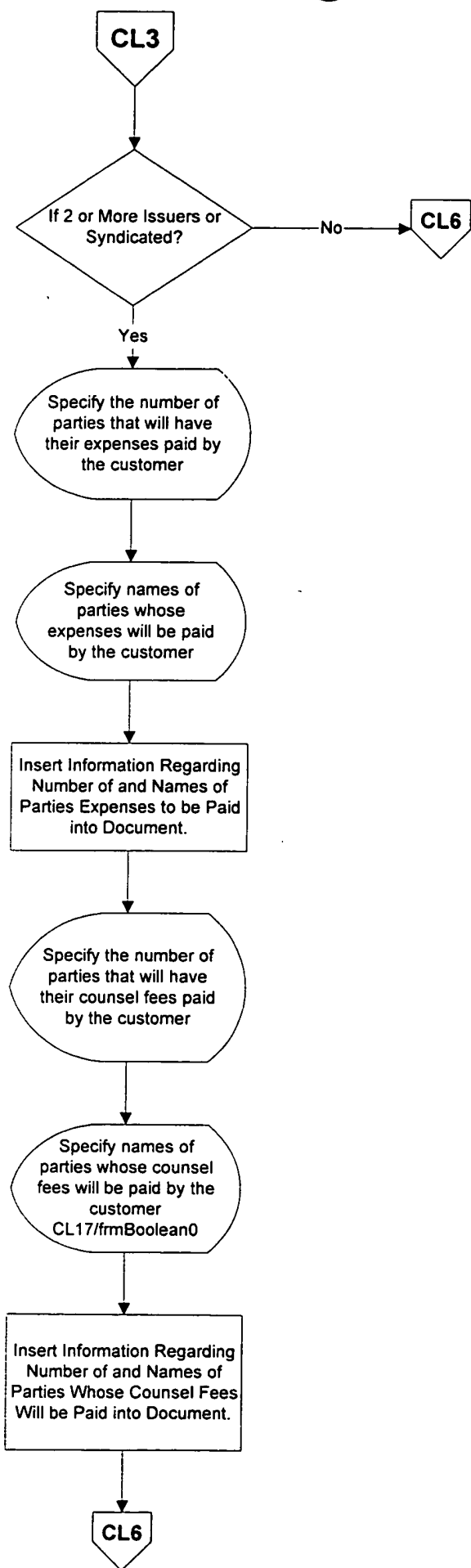


FIG 6F

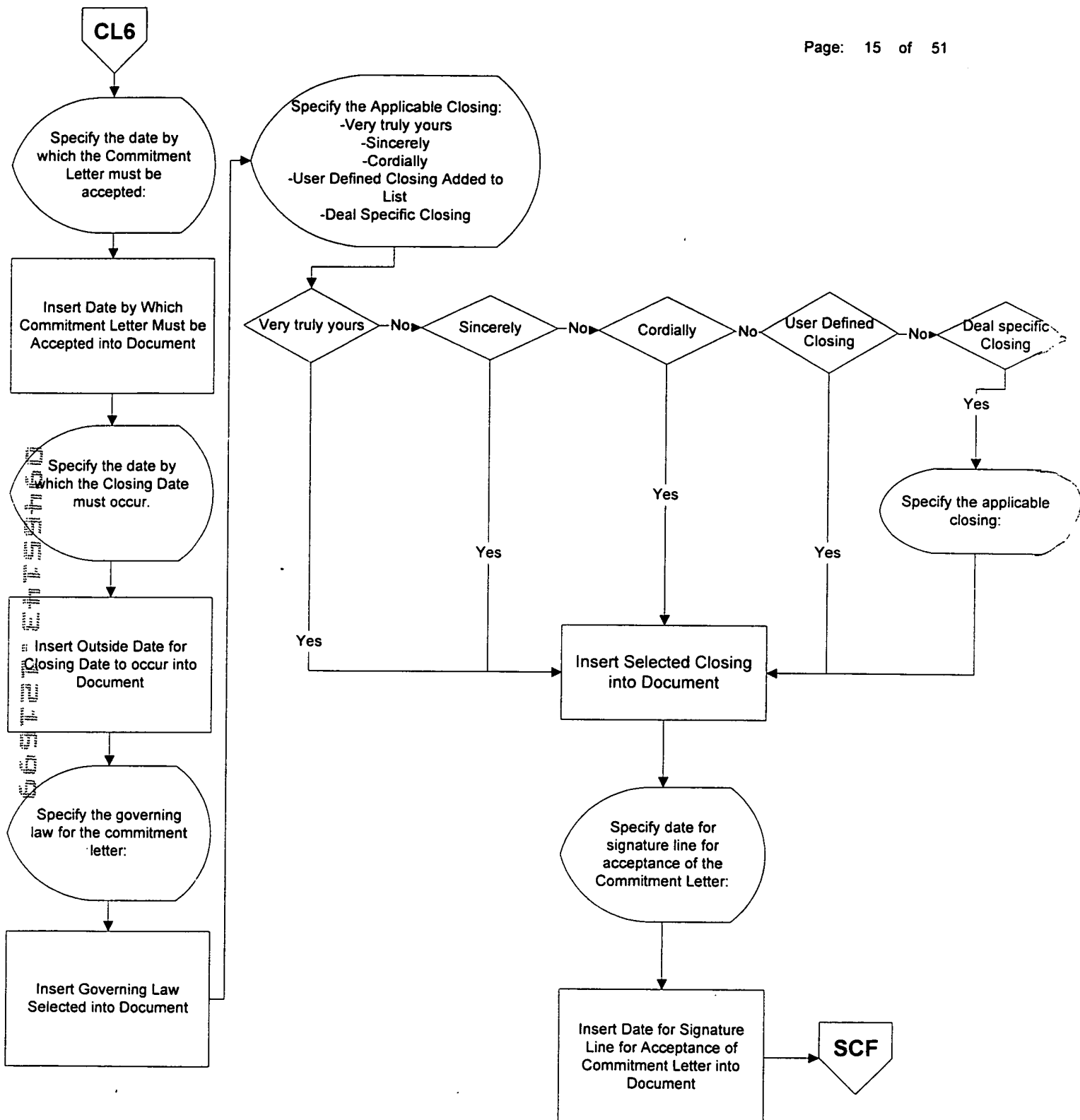


FIG 6G

Selection of Credit Facilities

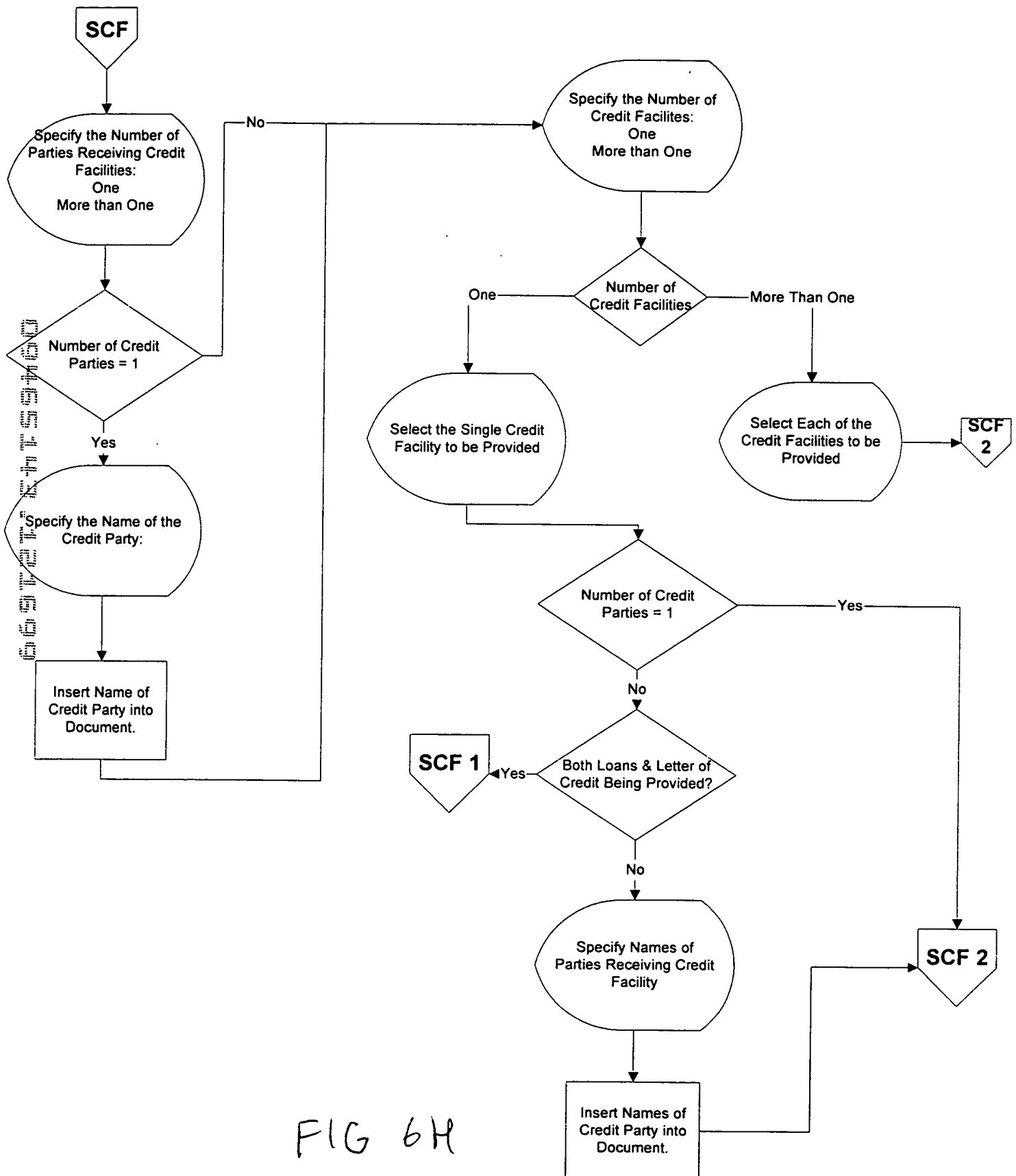
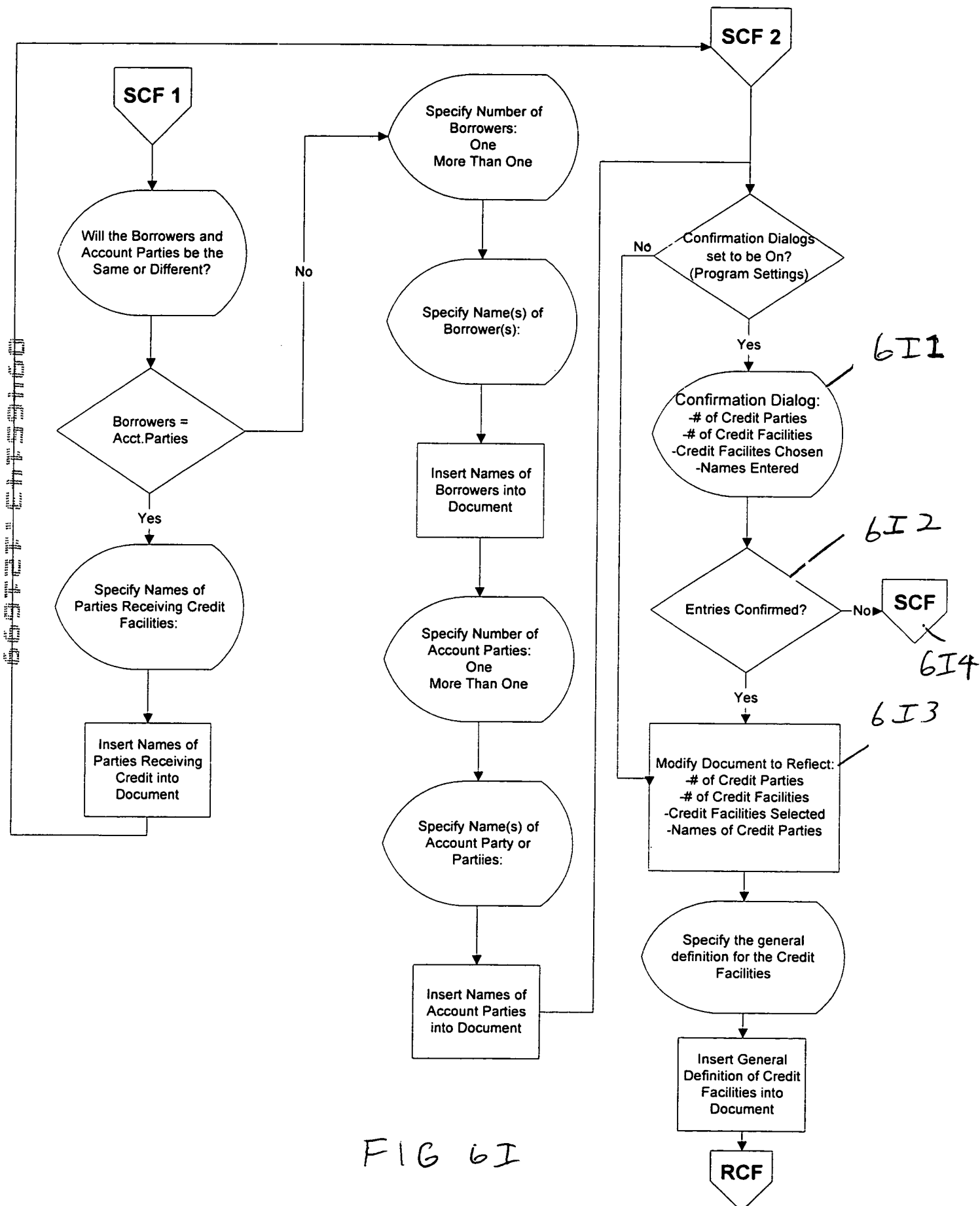
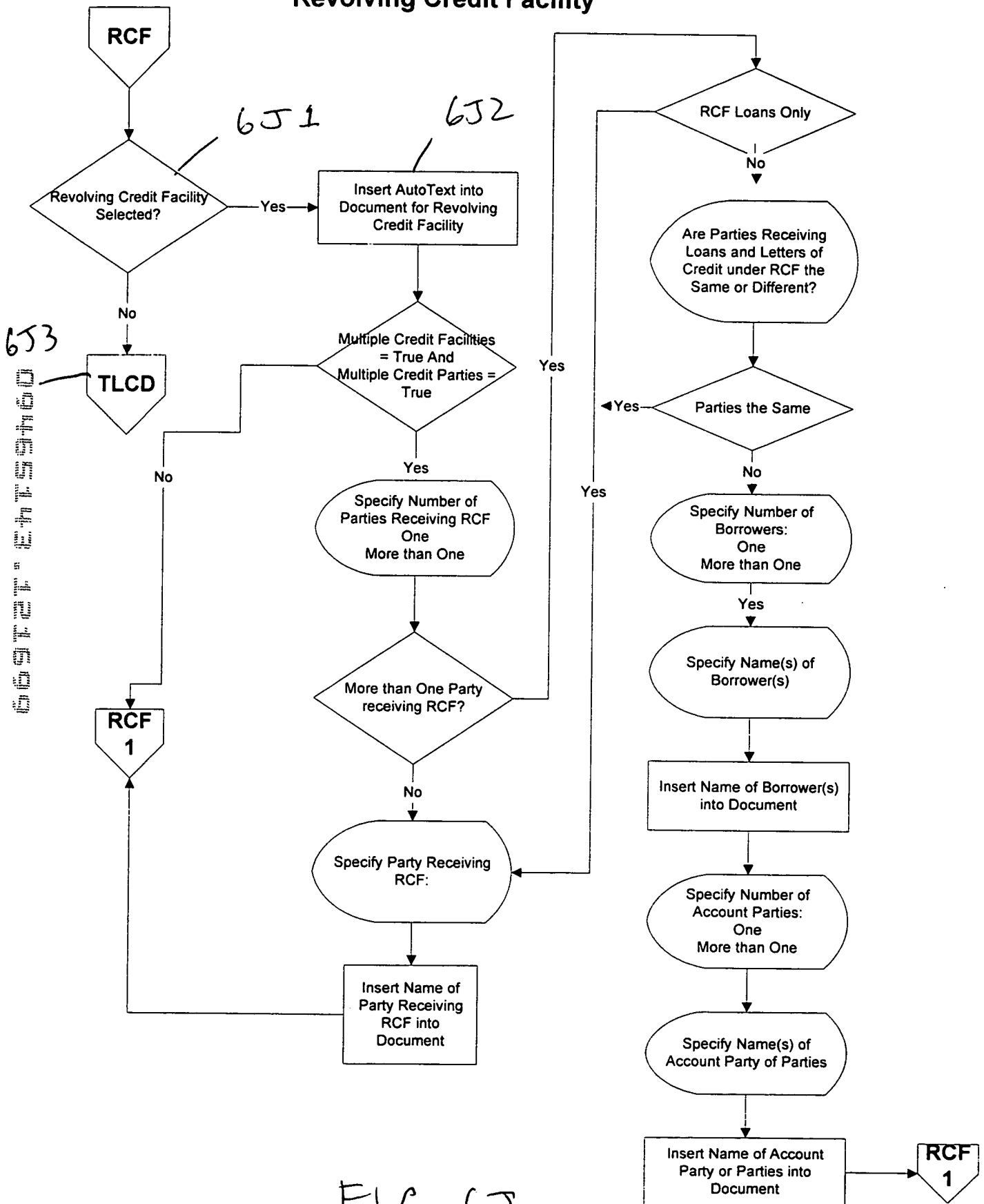


FIG 6H



Revolving Credit Facility



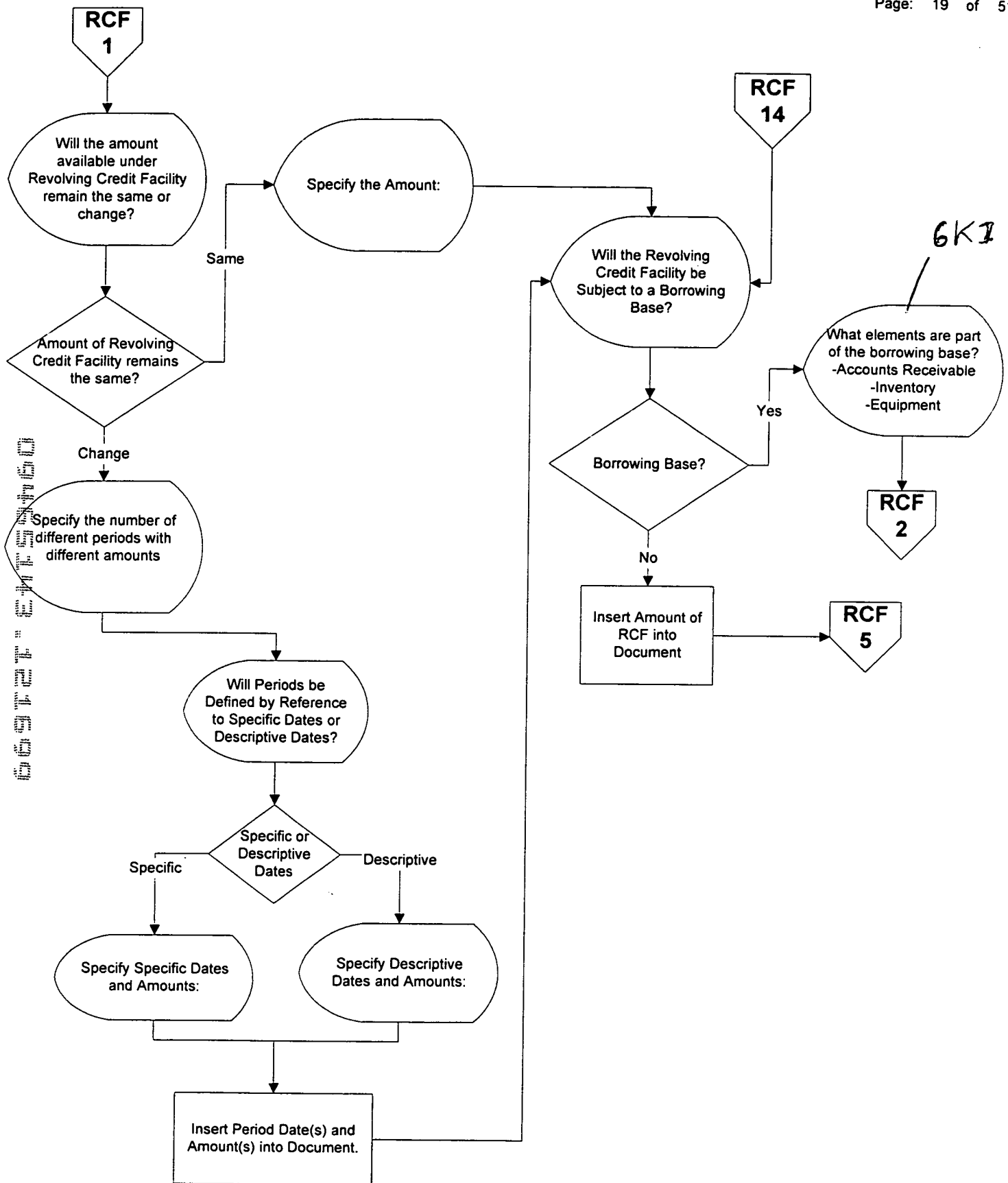


FIG 6K

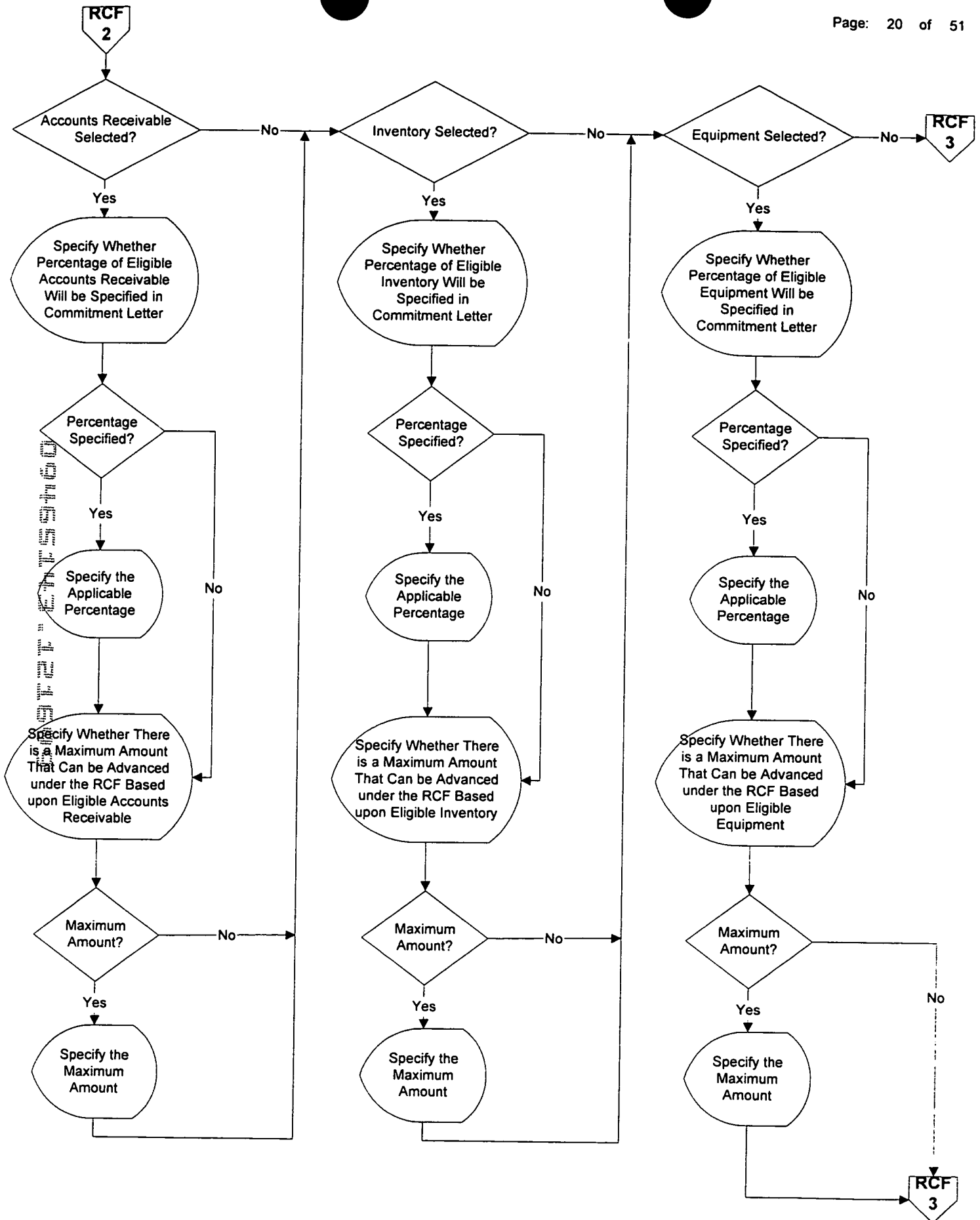


FIG 6L

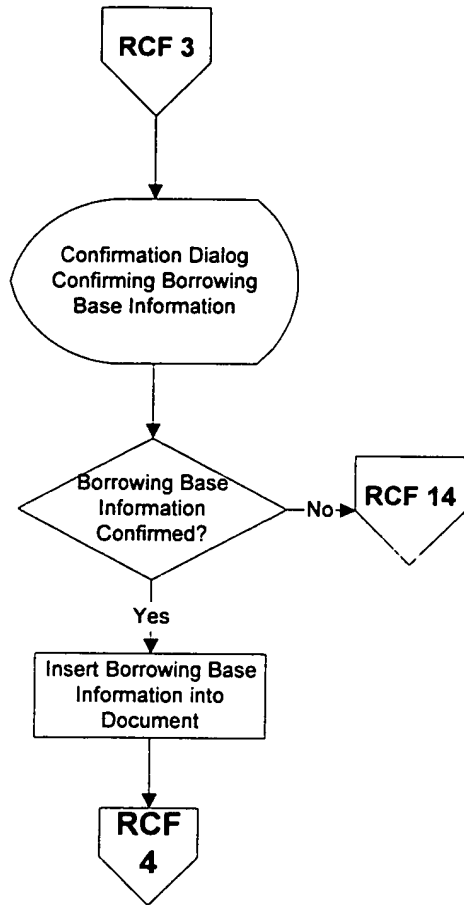
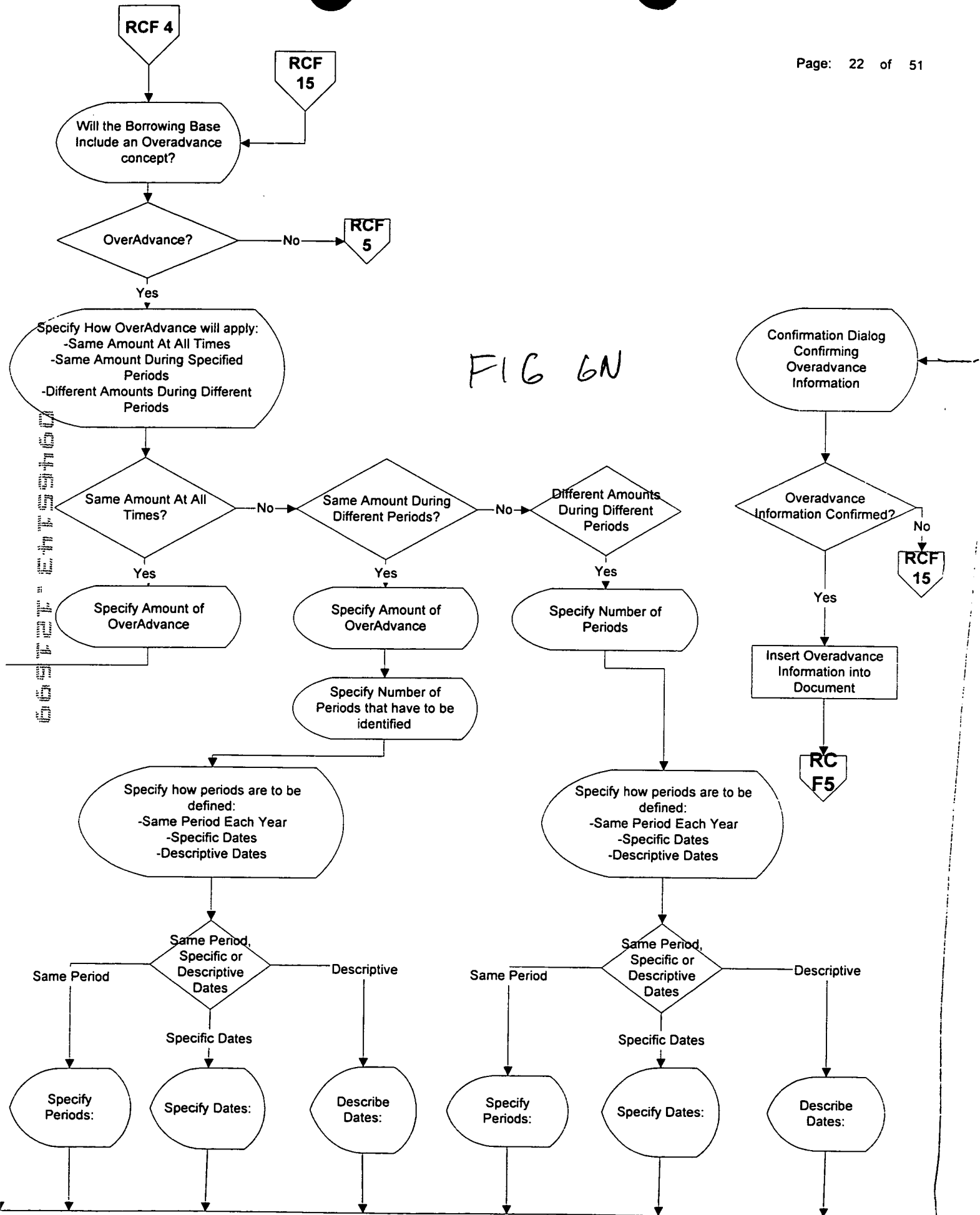
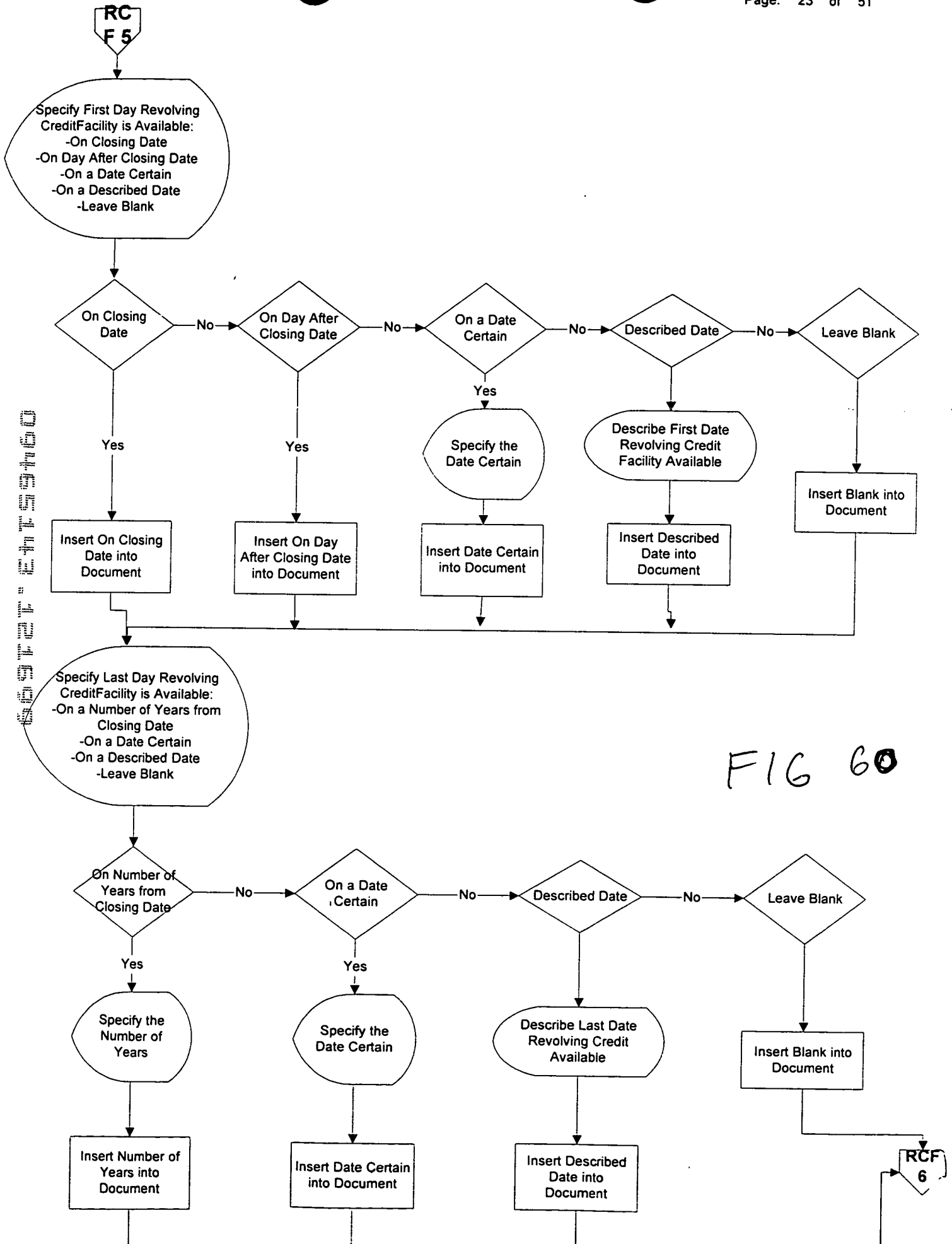


FIG 6M

FIG 6N





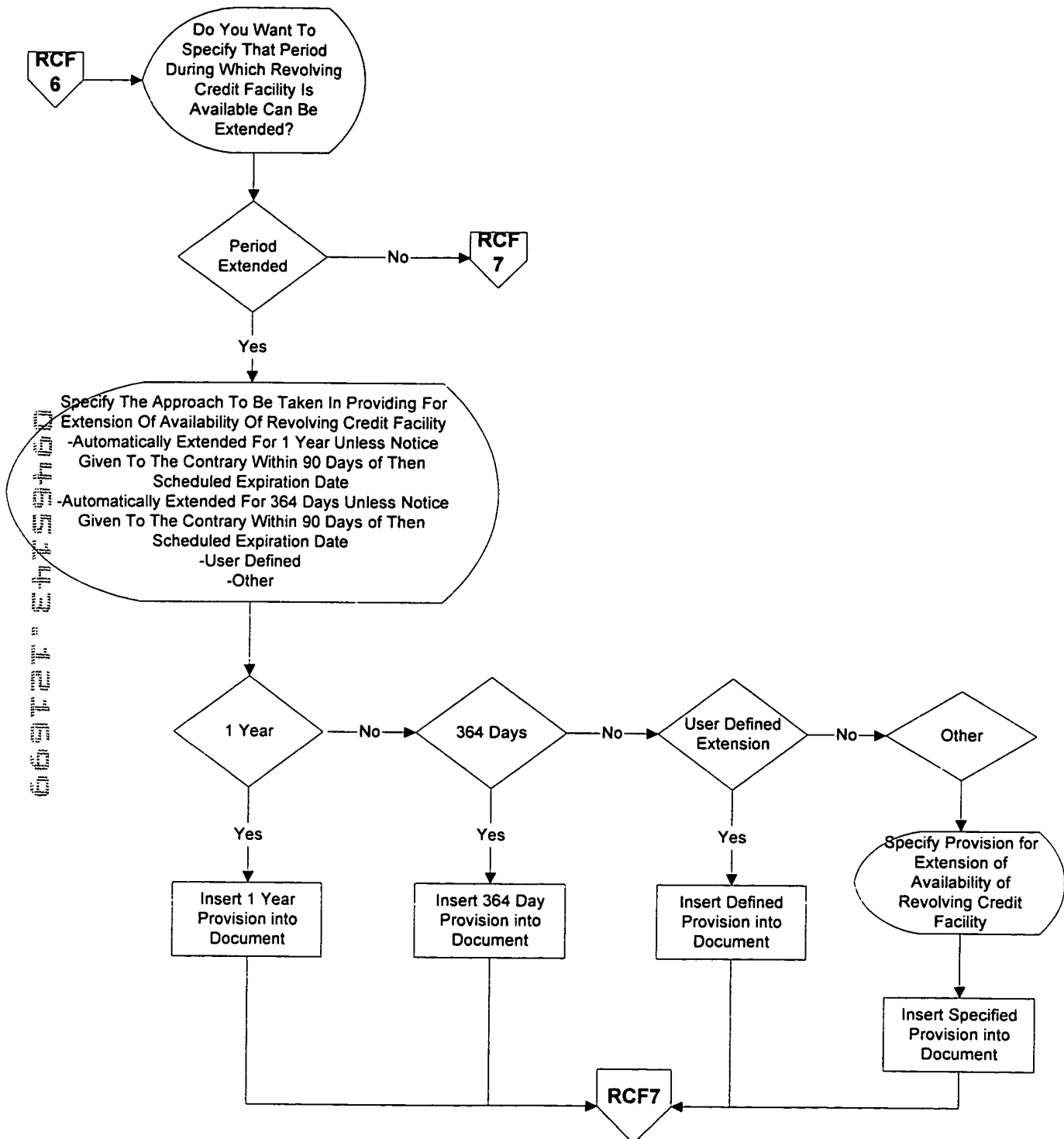
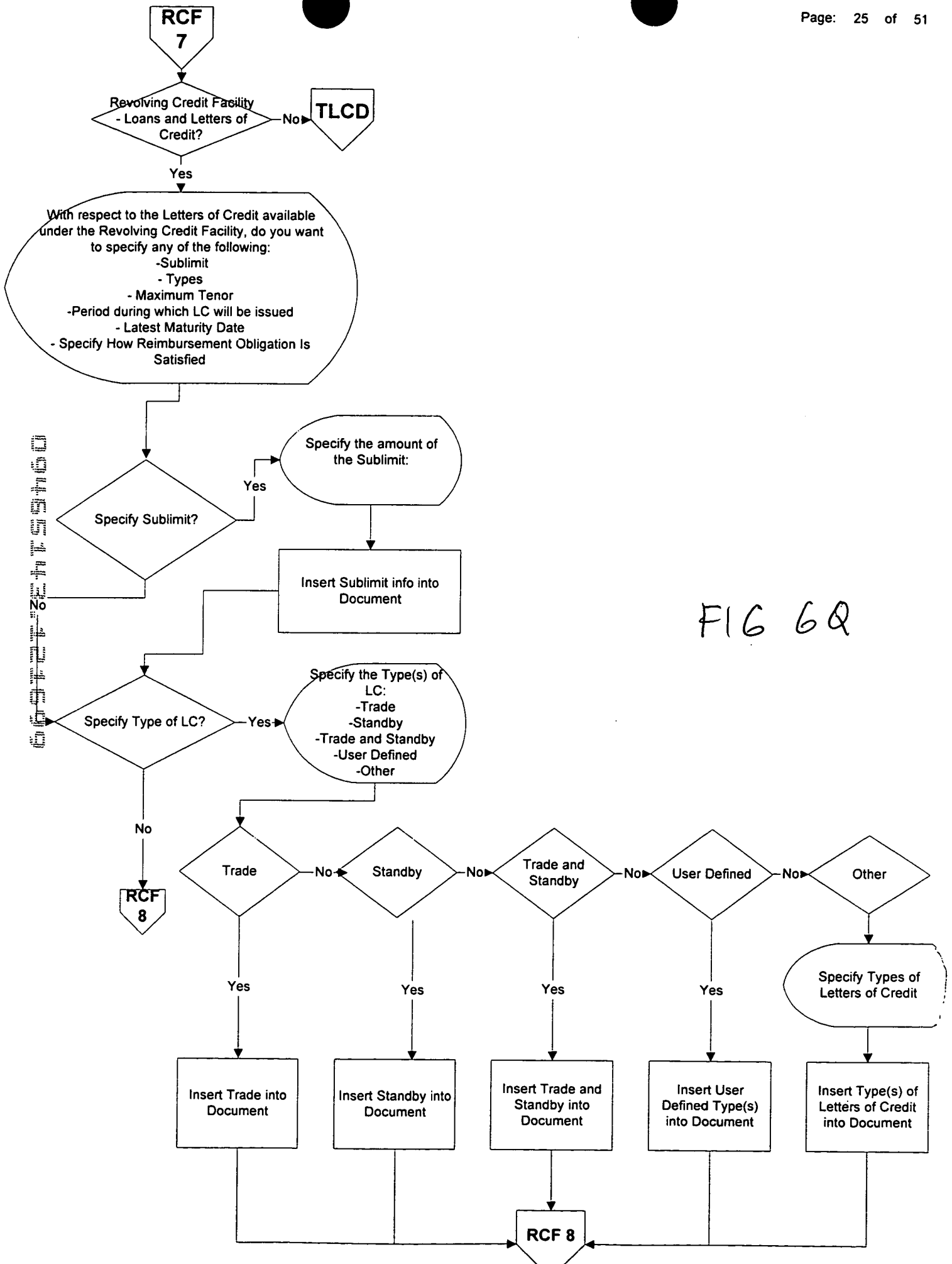


FIG 6P



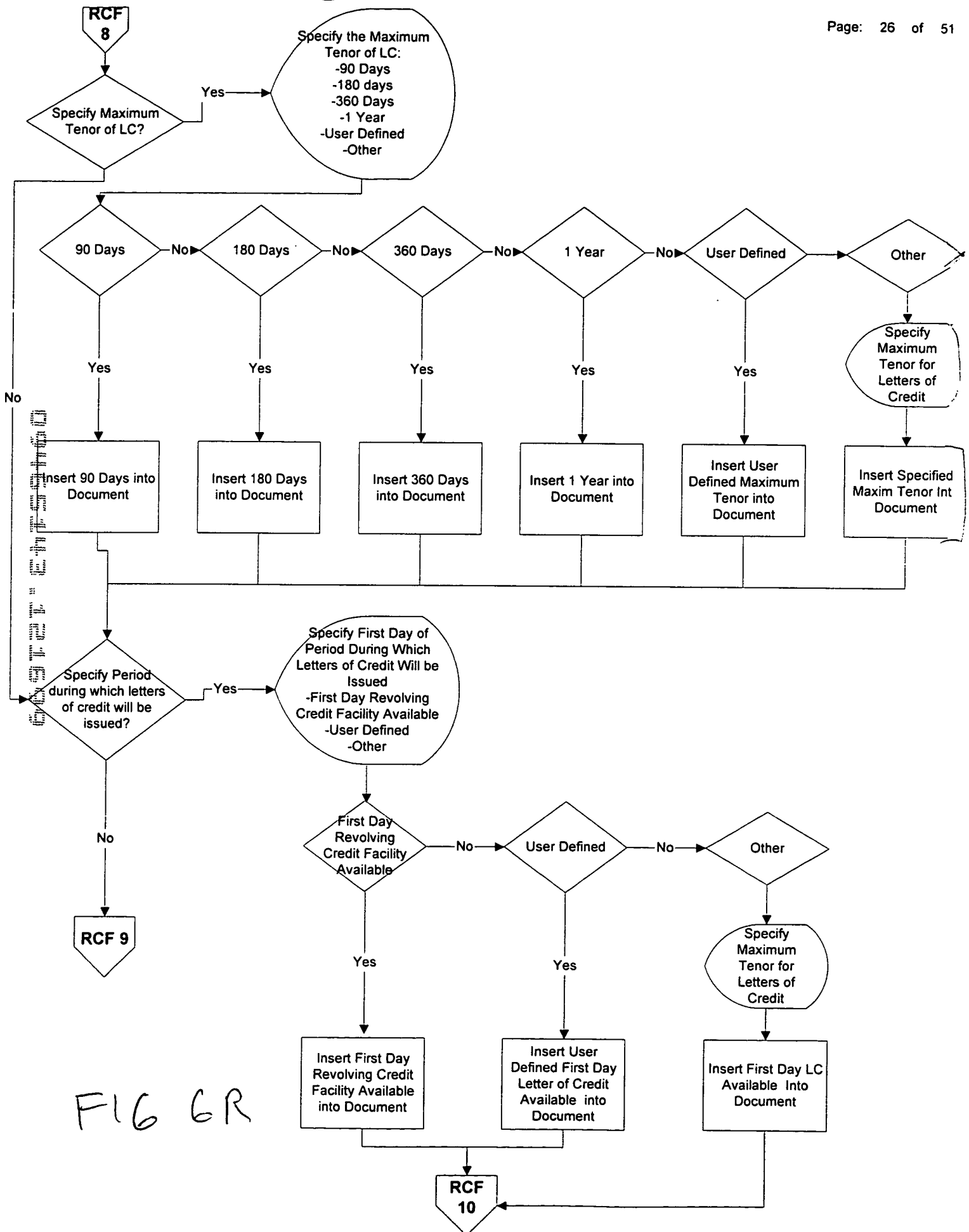
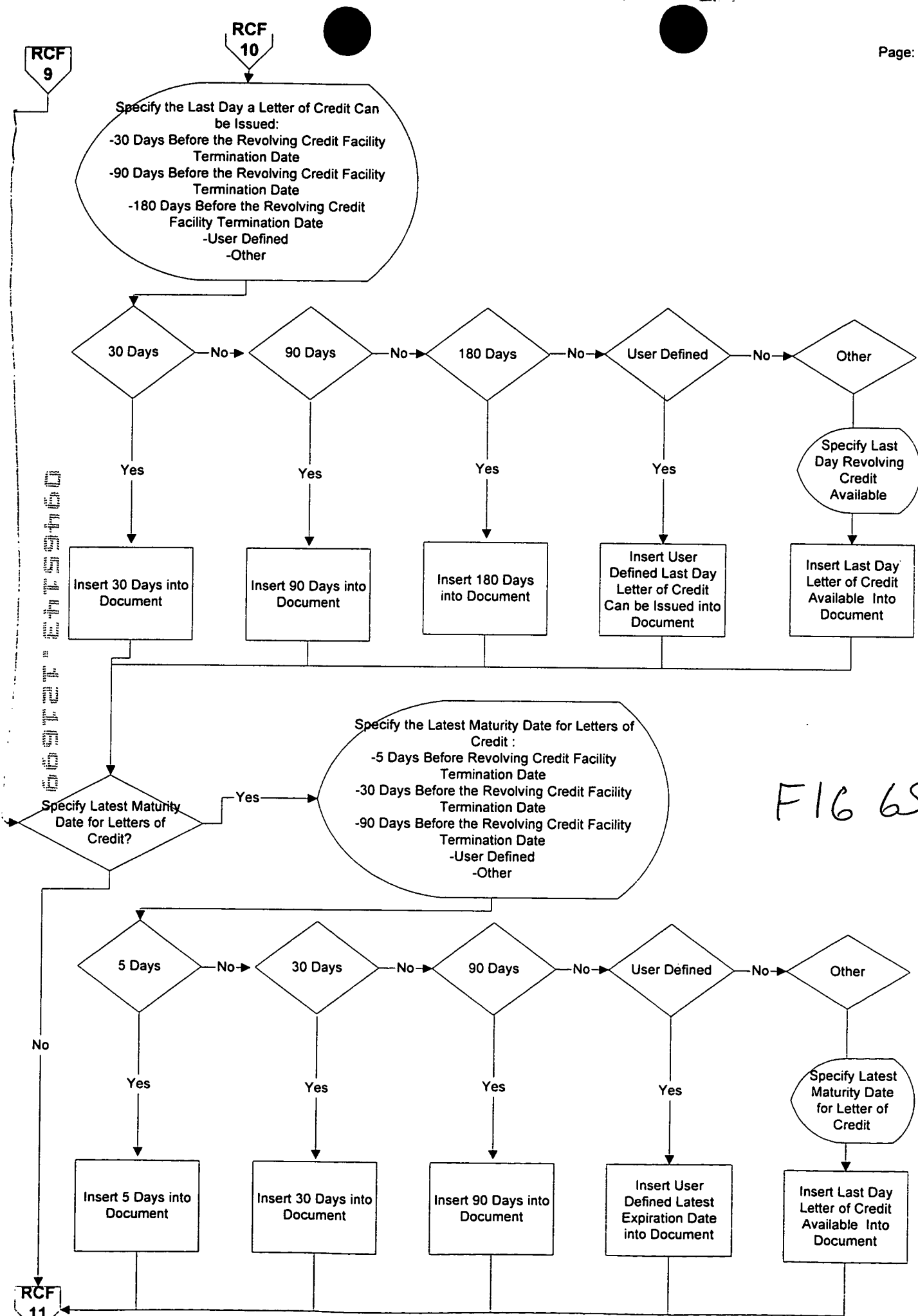


FIG 6R



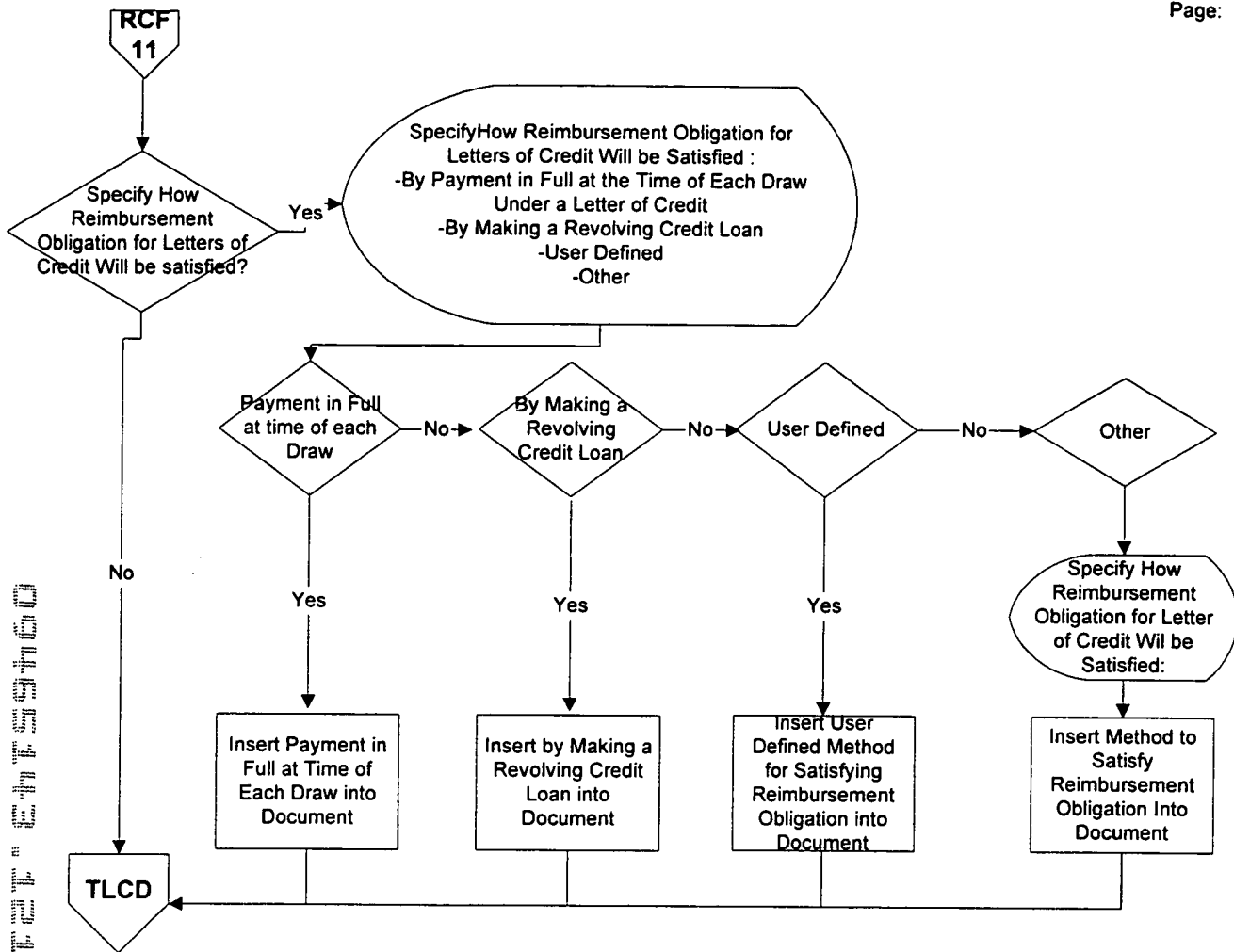


FIG 6T

Term Loan on Closing Date

601

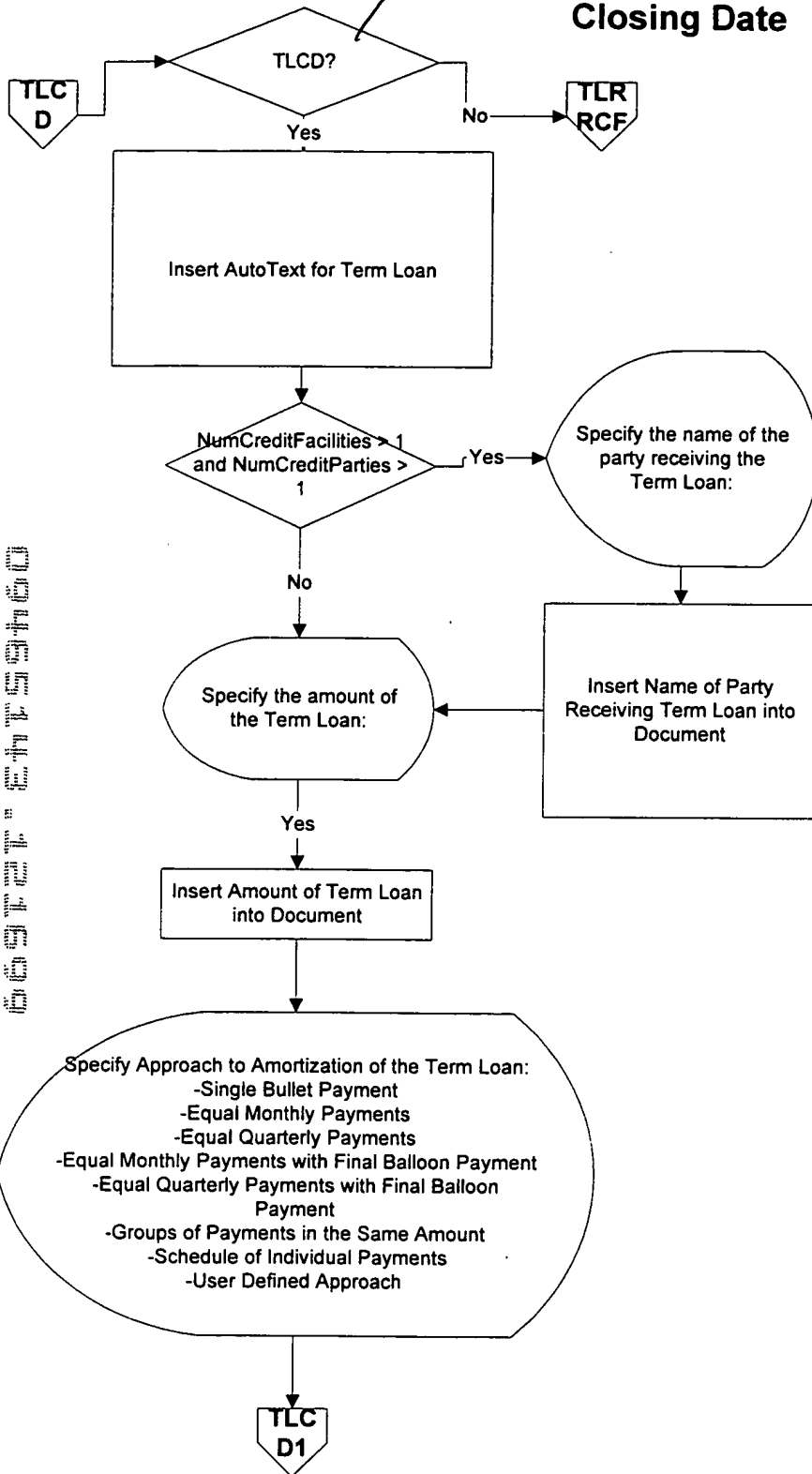


FIG 60

603427 6443460

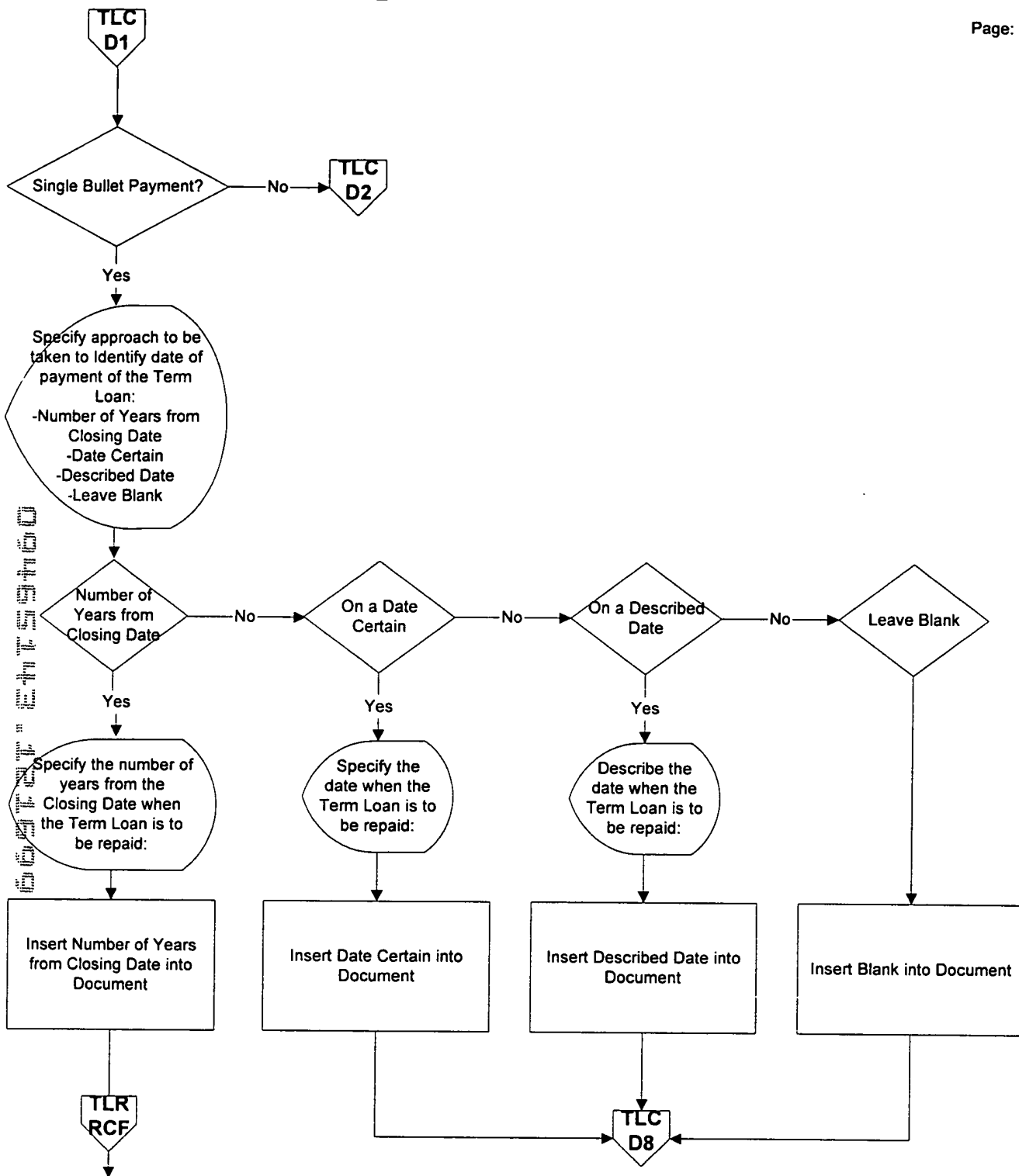
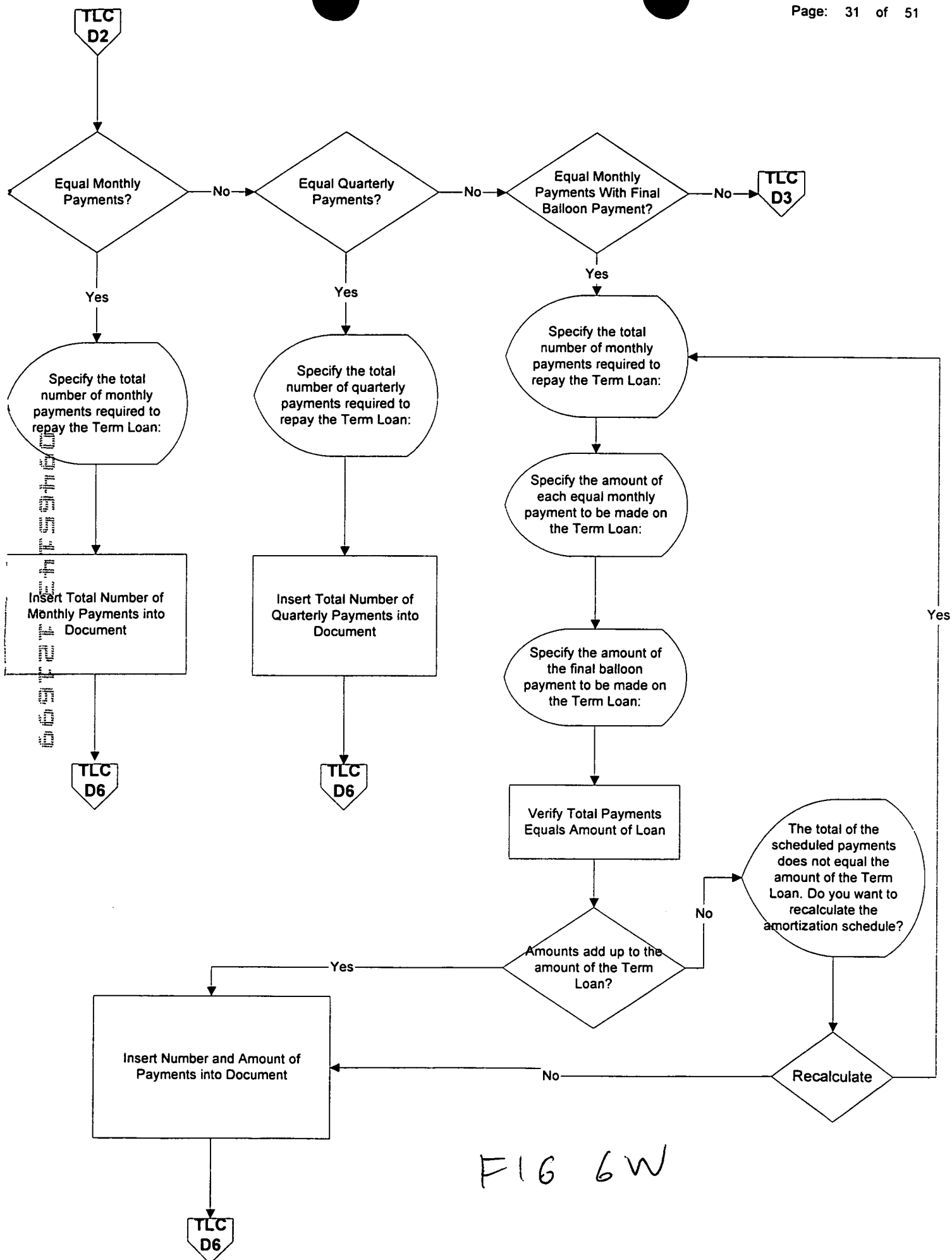


FIG 6V



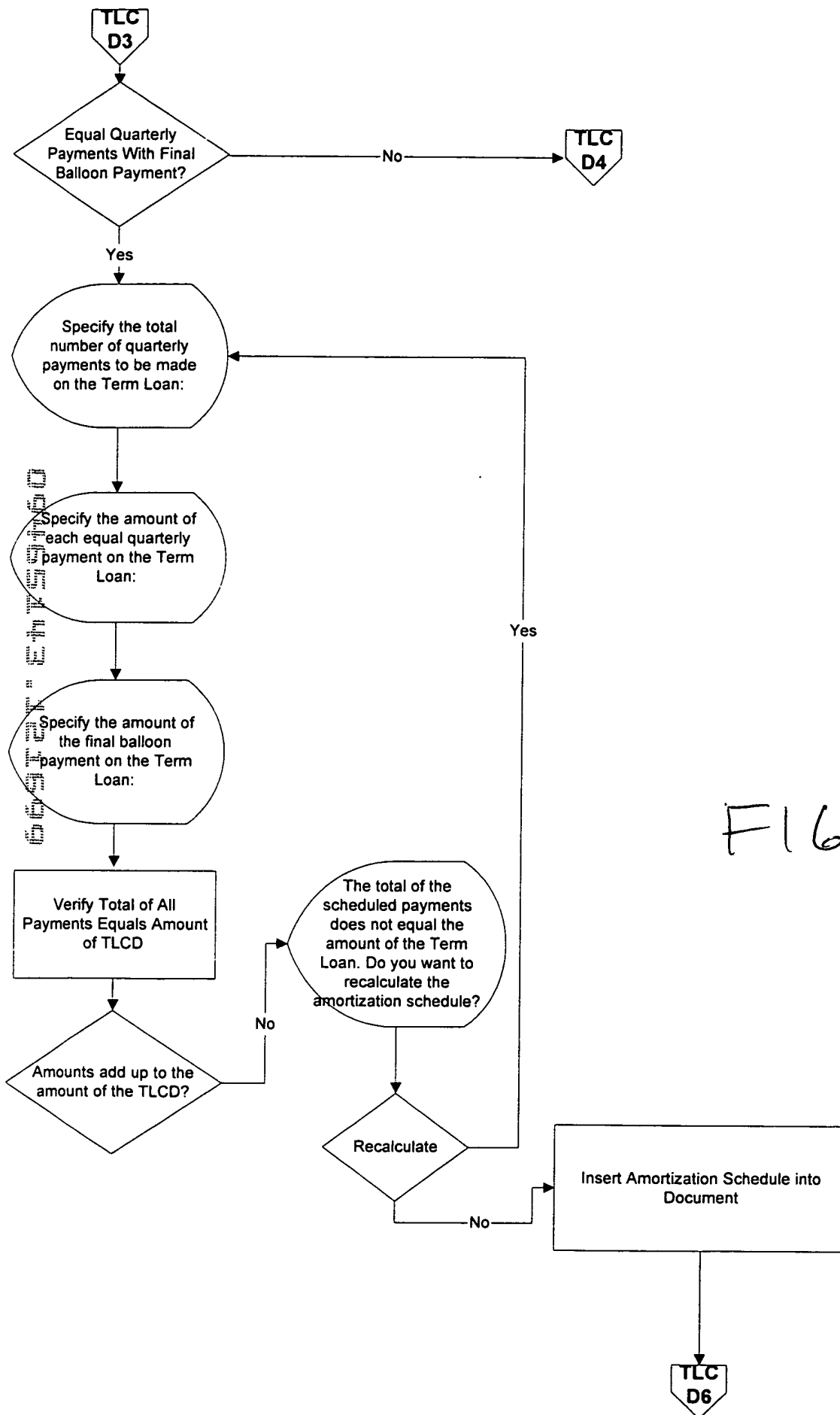
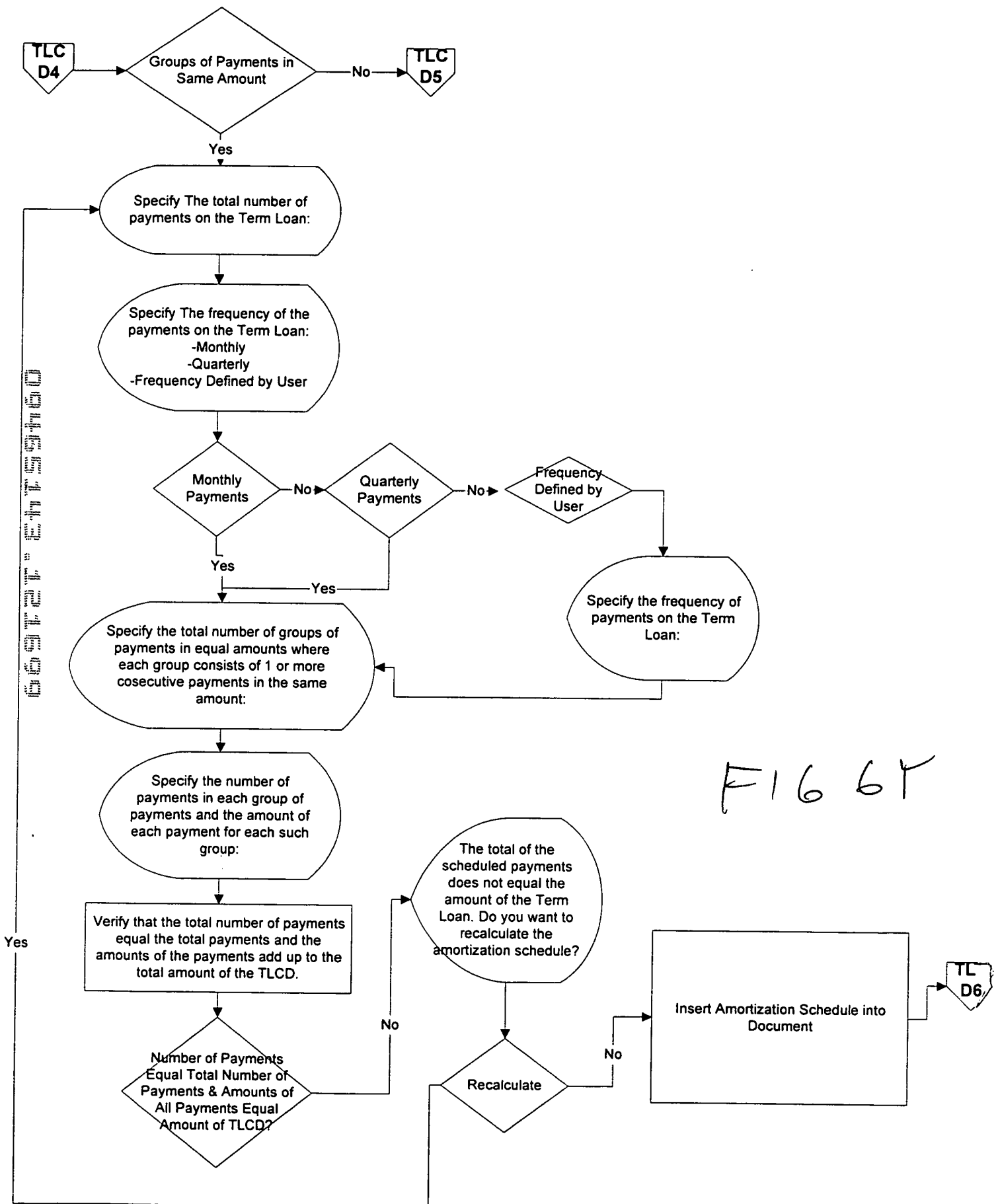
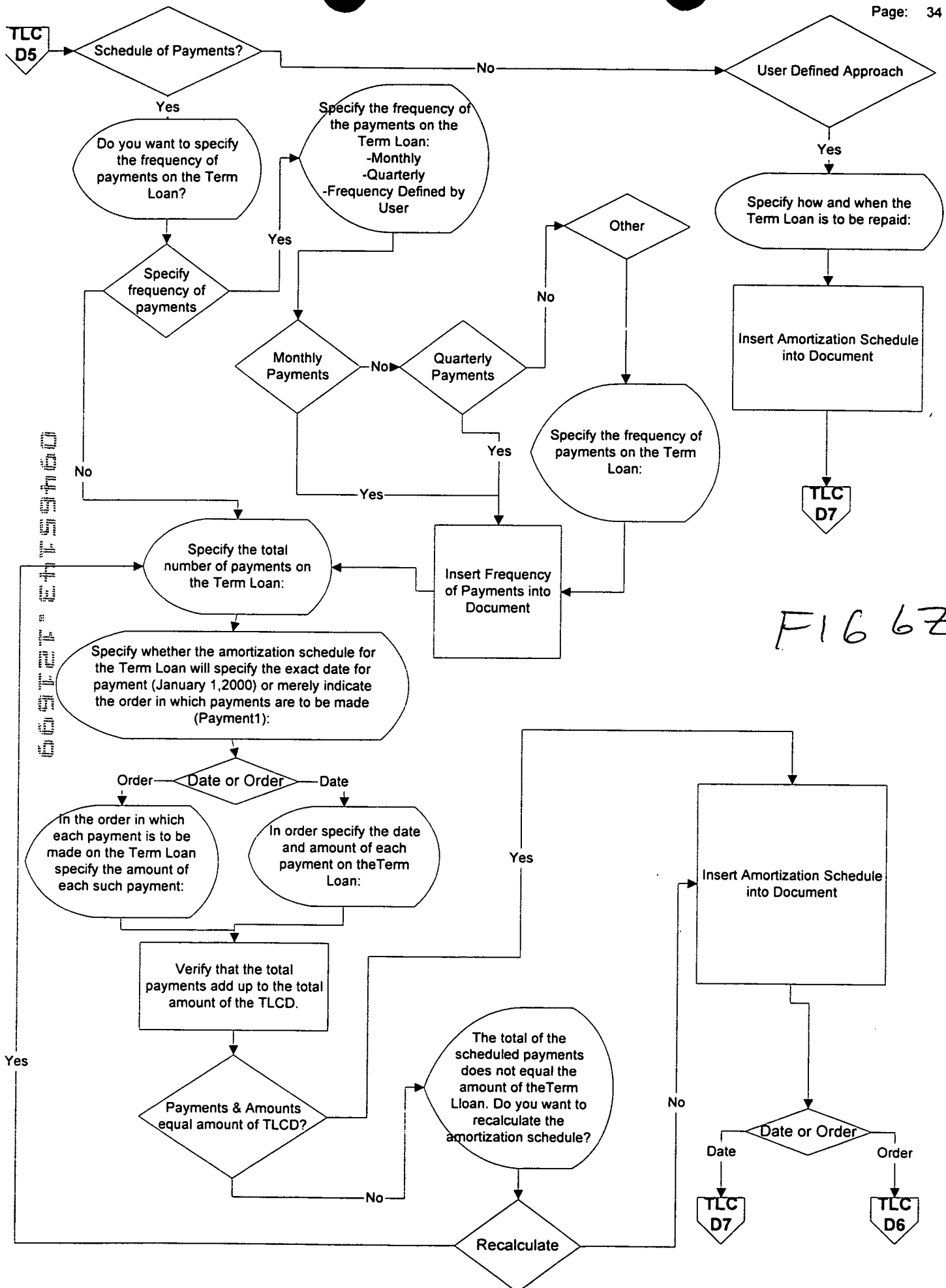


FIG 6X





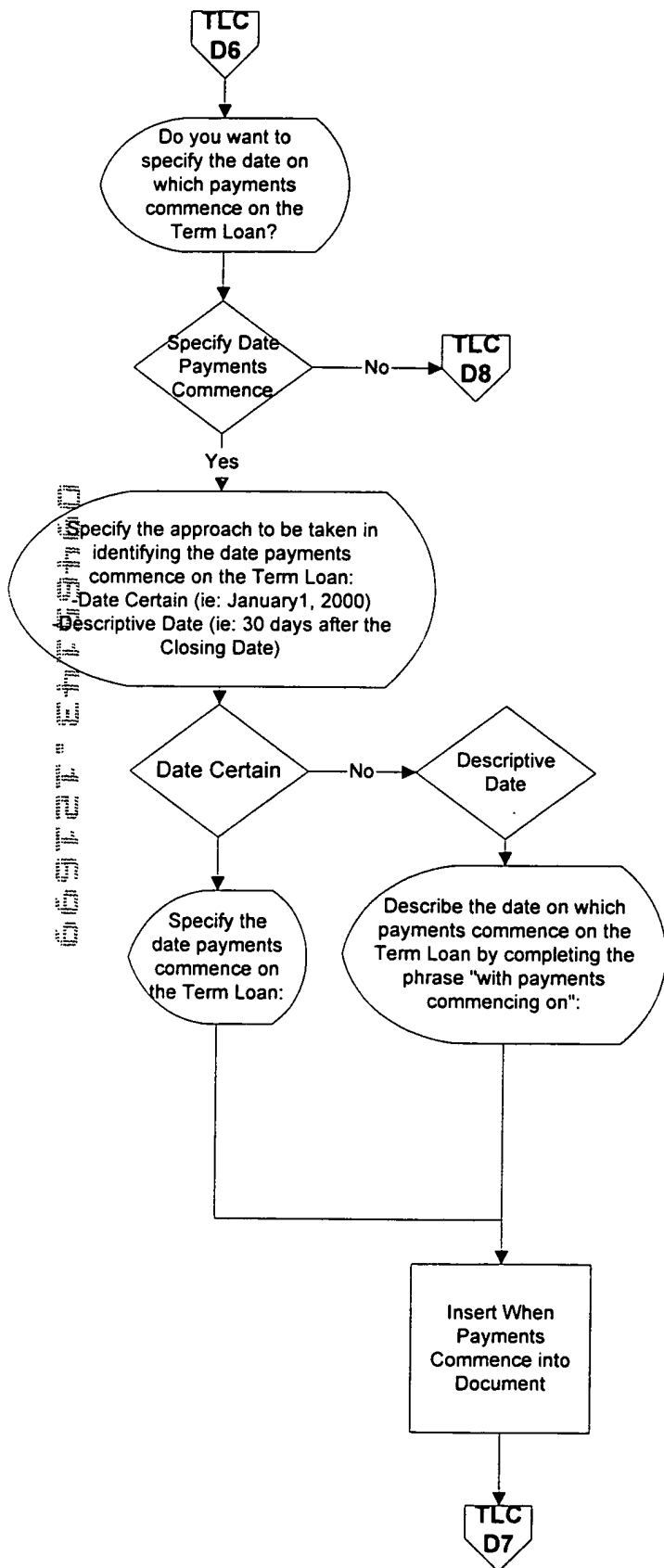
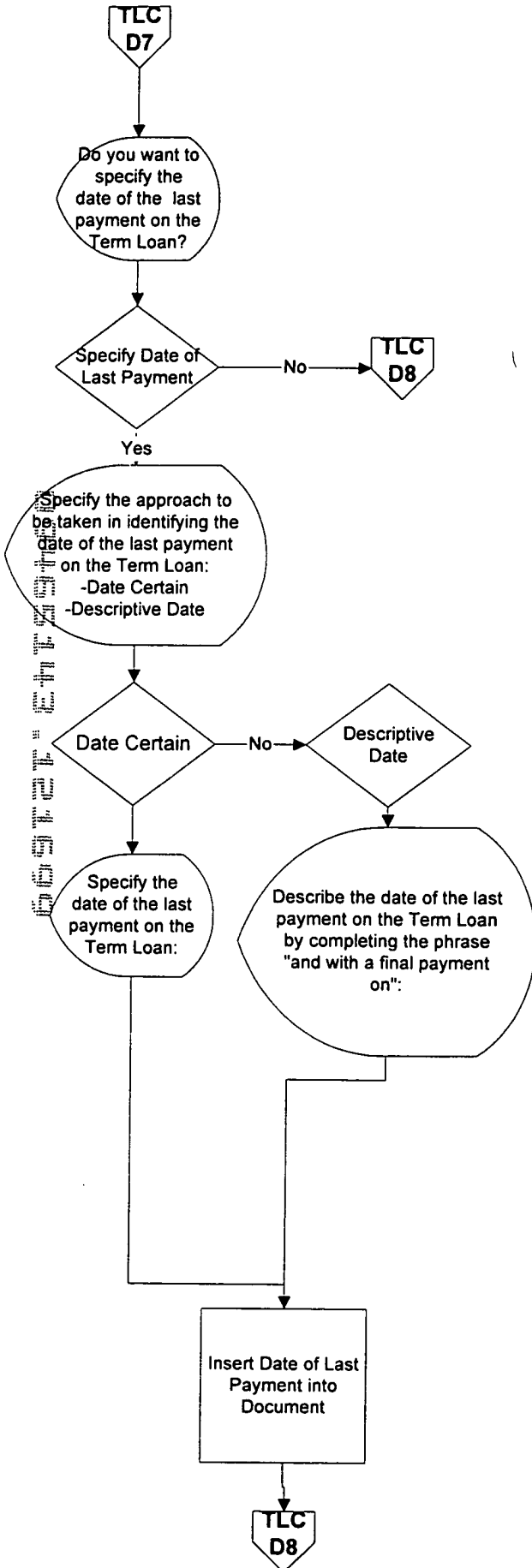


FIG 6 AA



F16 6 BB



Use of Proceeds

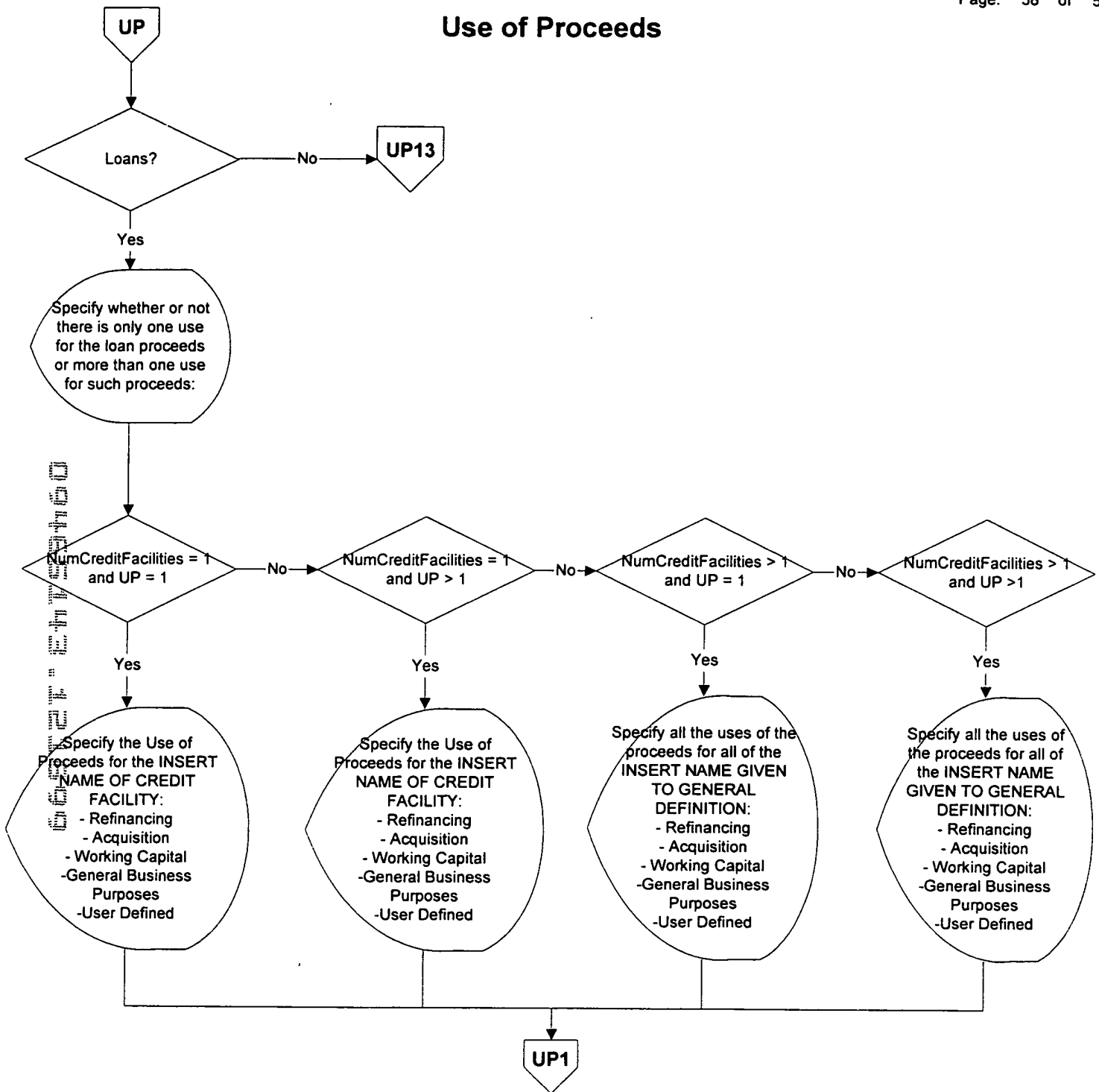


FIG 6 DD

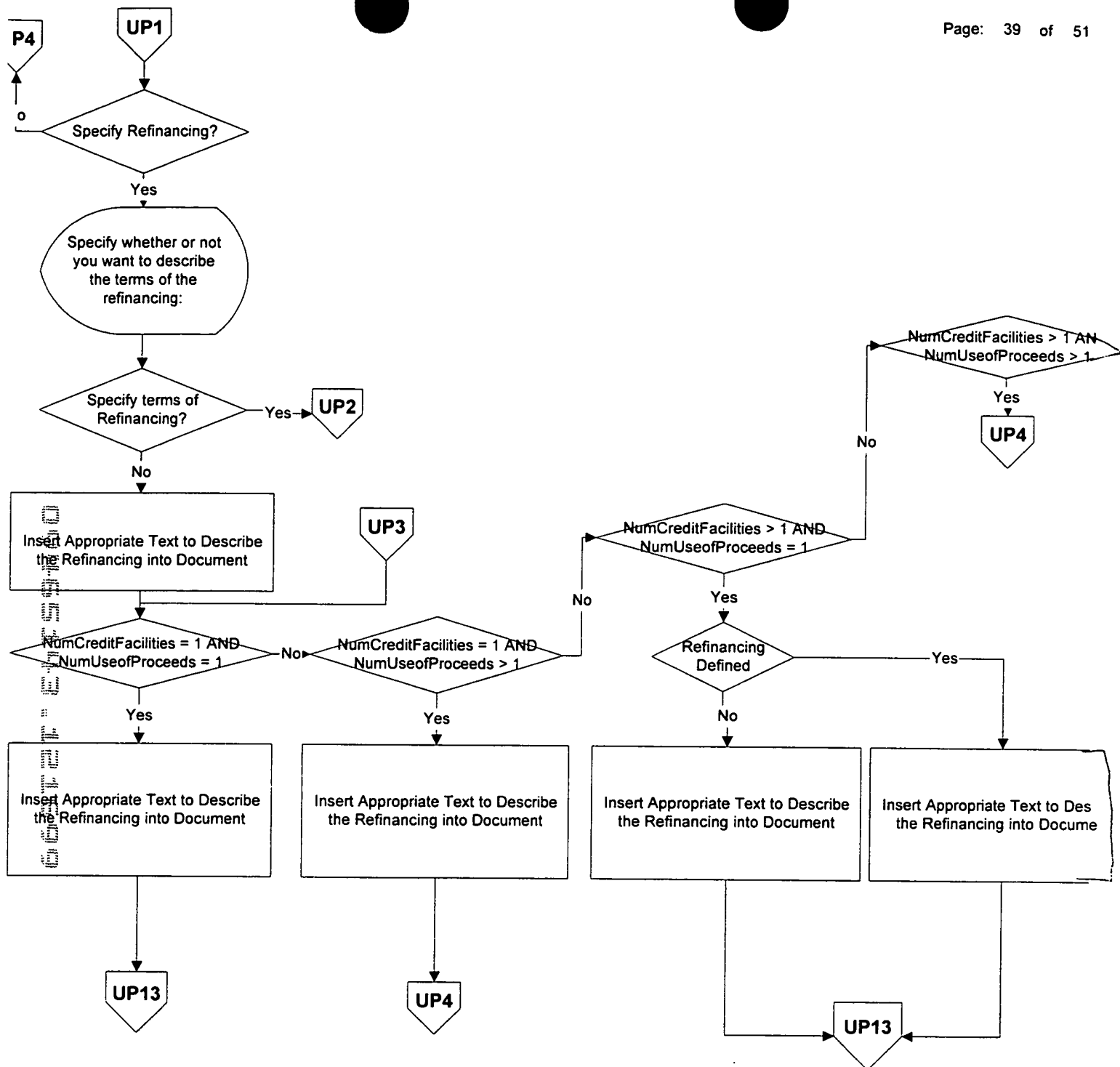


FIG 6EE

66247-01-0000

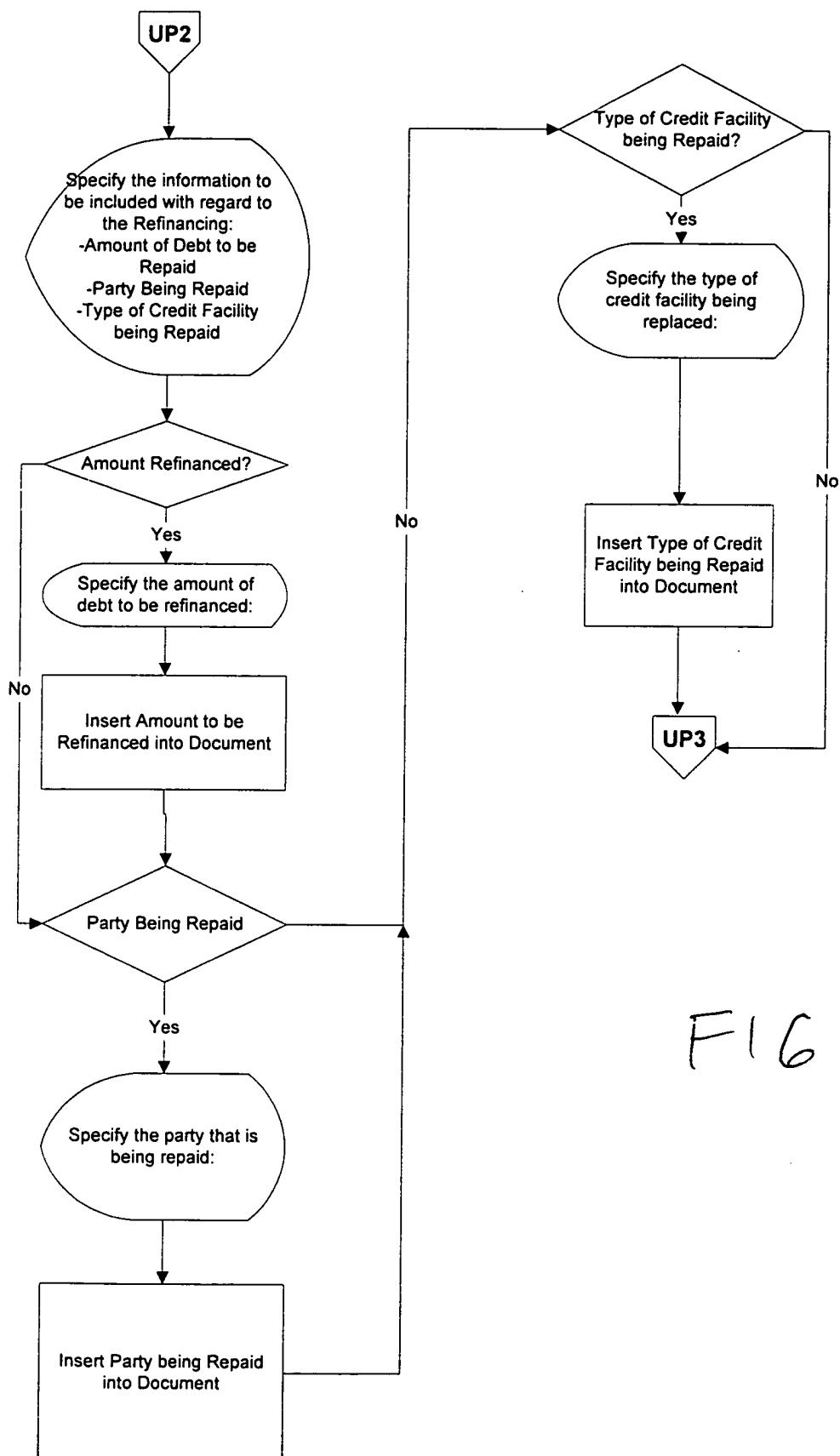


FIG 6FF

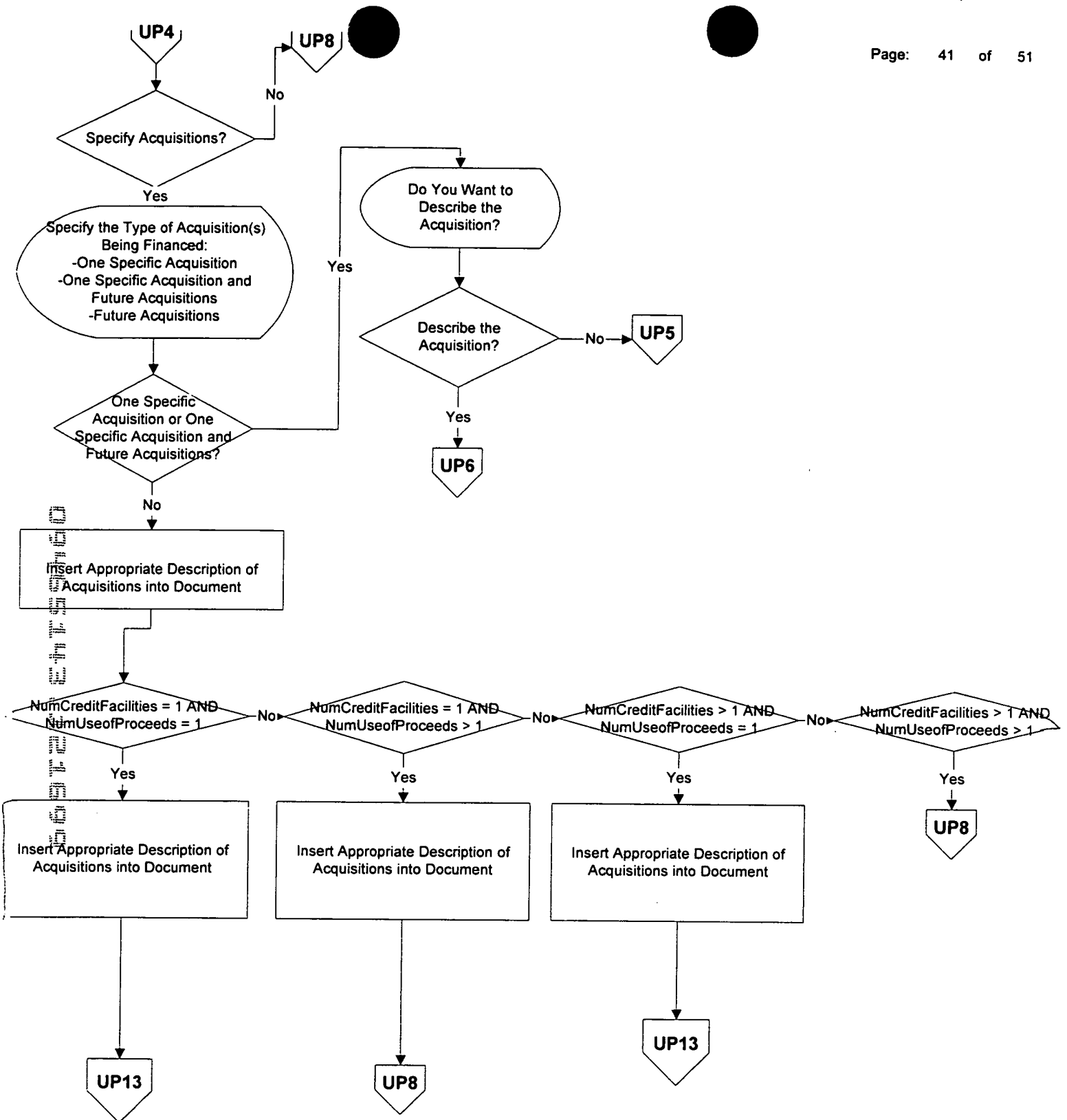
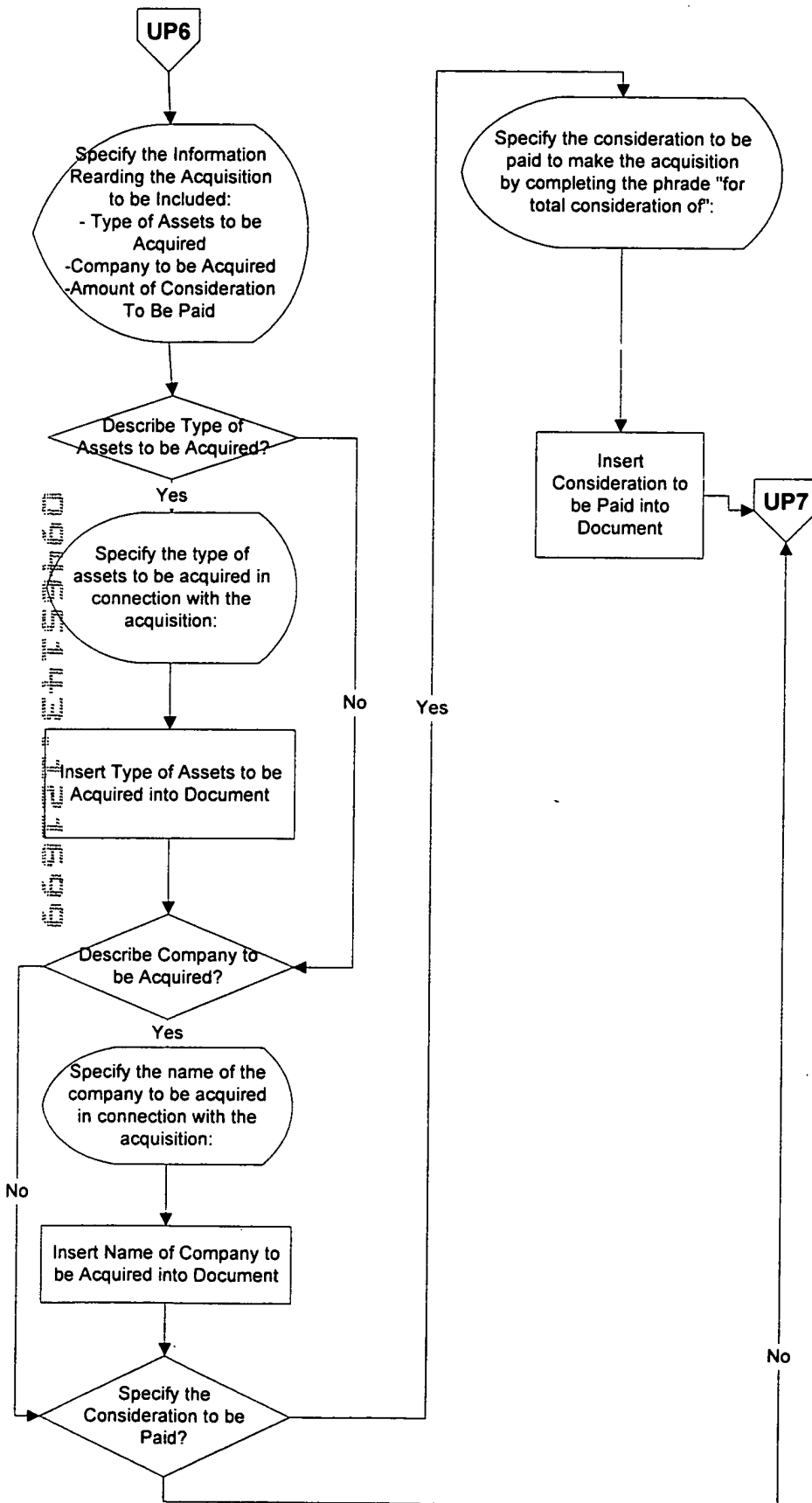
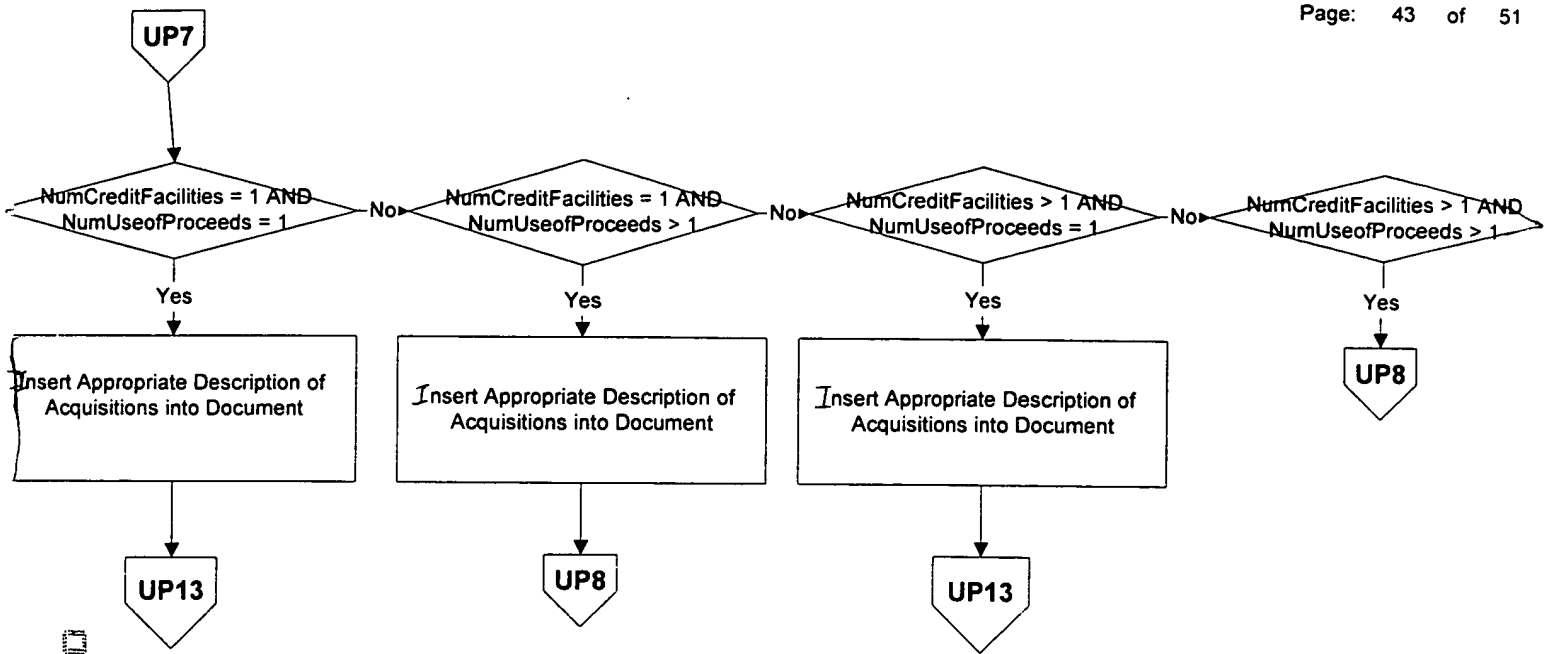


FIG 6 GG





669427-01-5160

FIG 6II

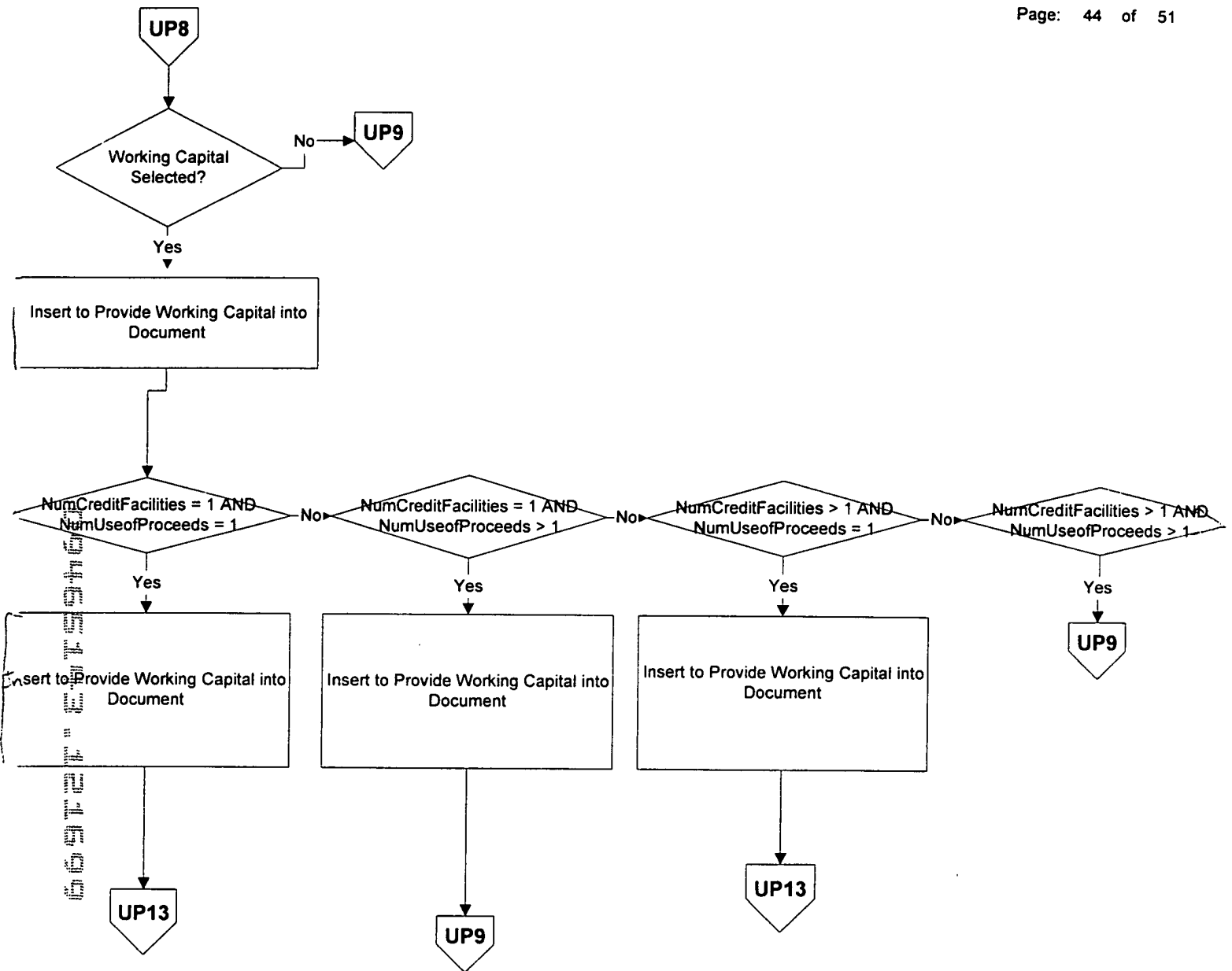


FIG 60J

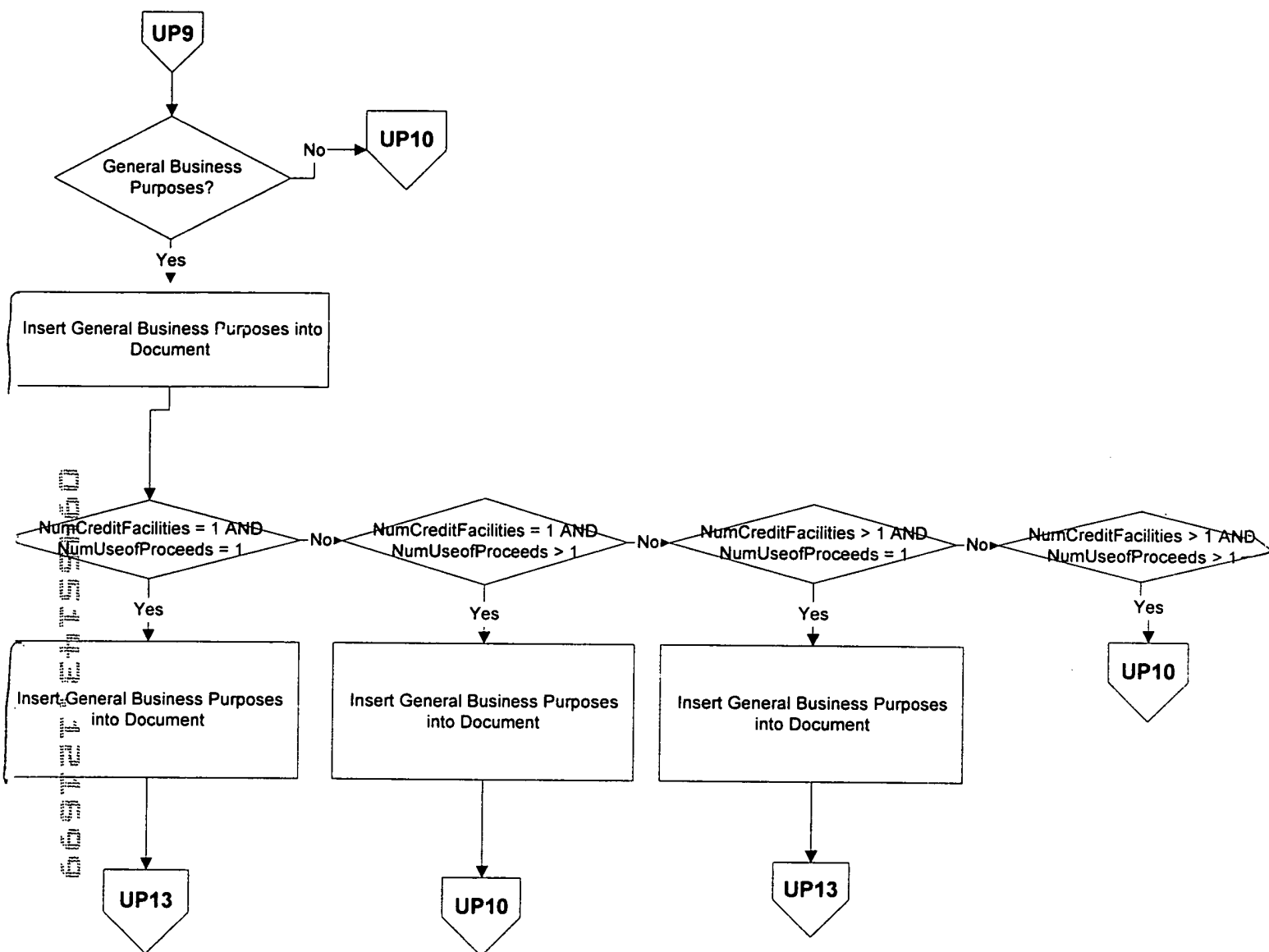


FIG 6 KK

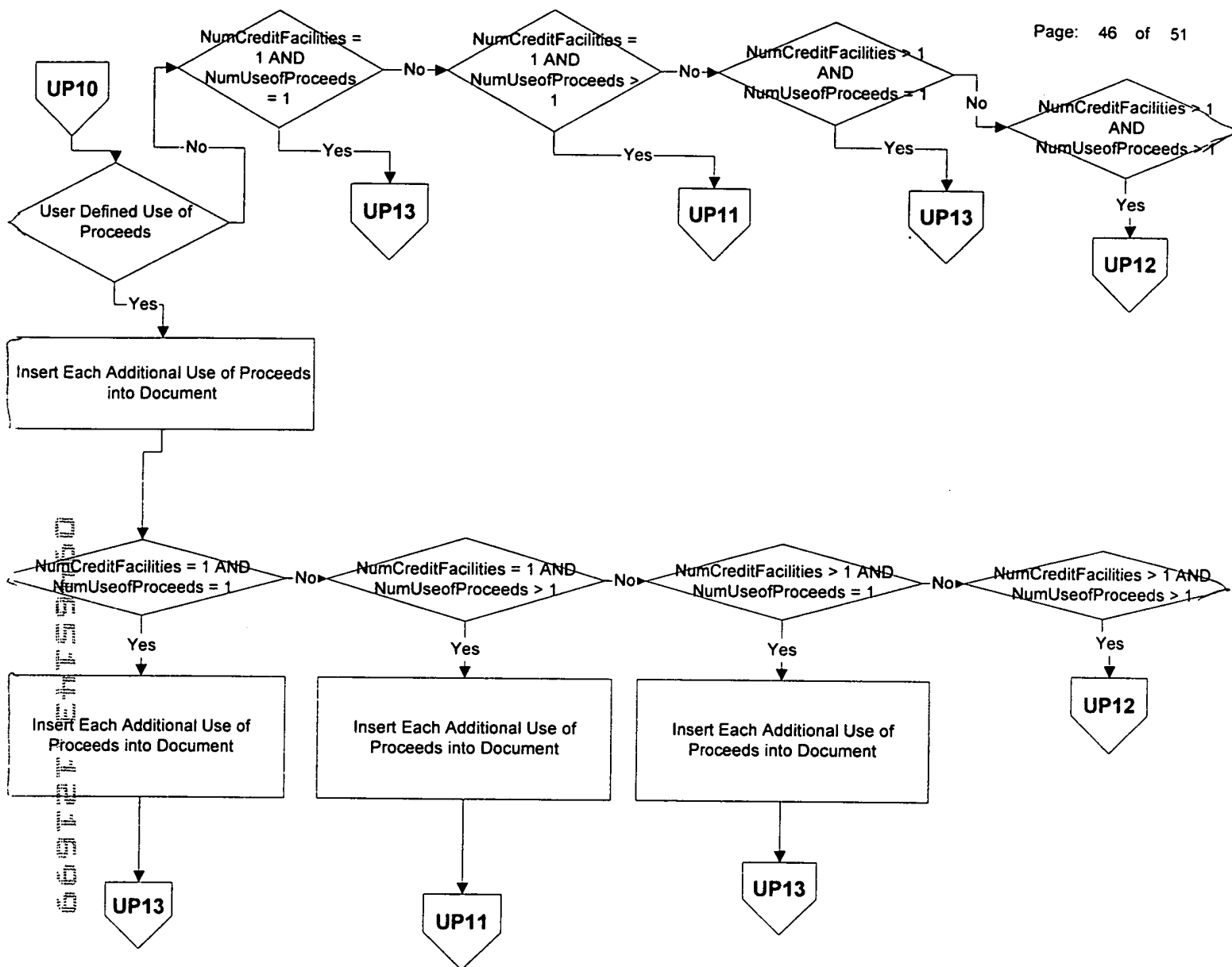
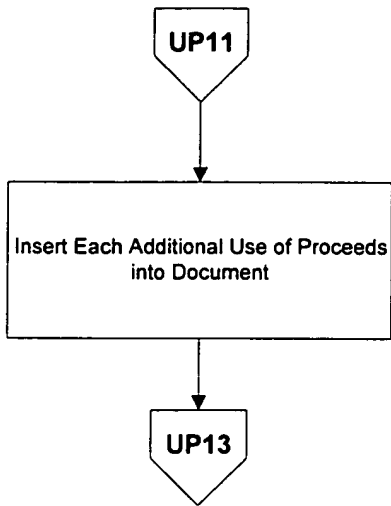


FIG 6 LL



669121-2-15-160

FIG 6MM

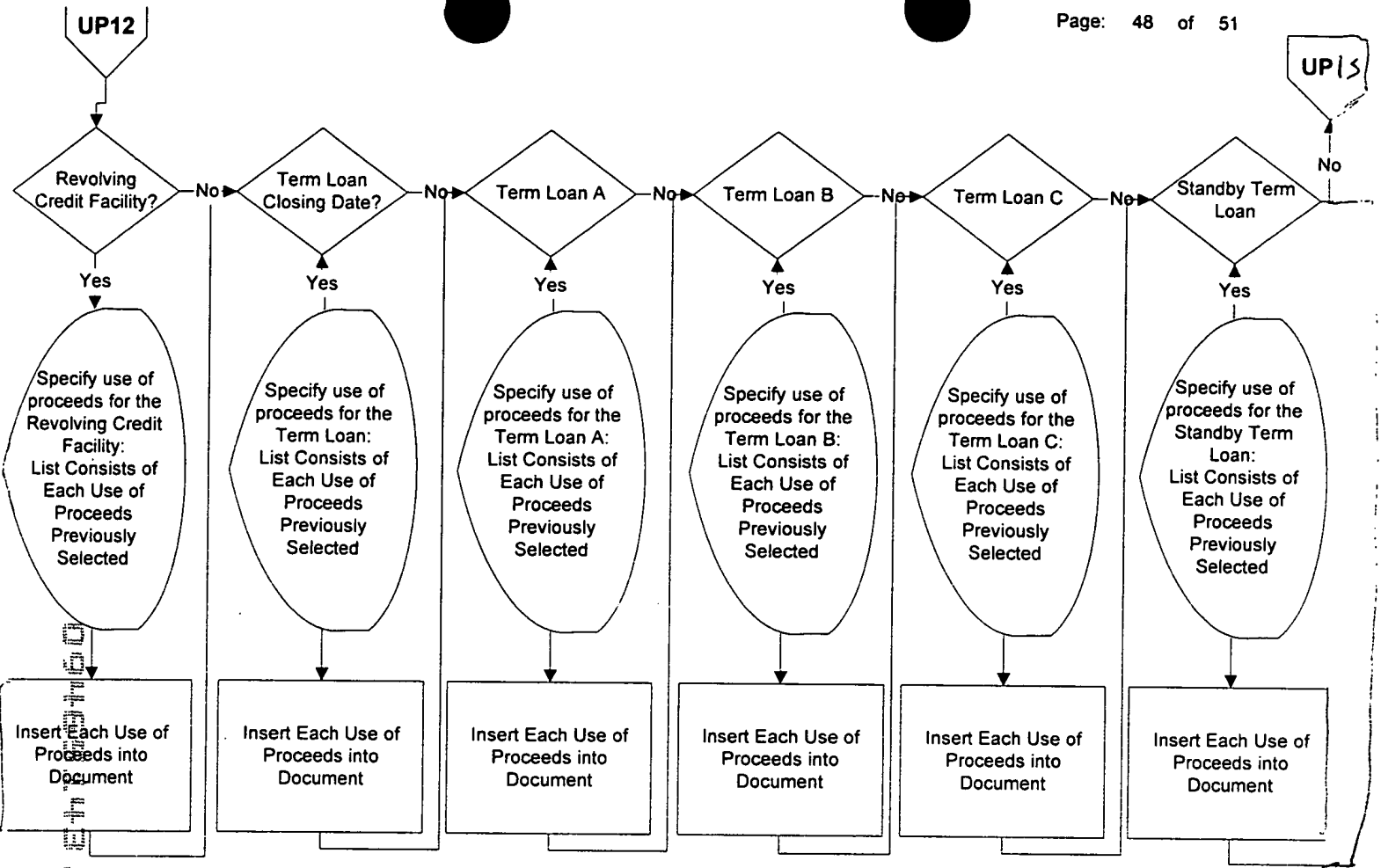
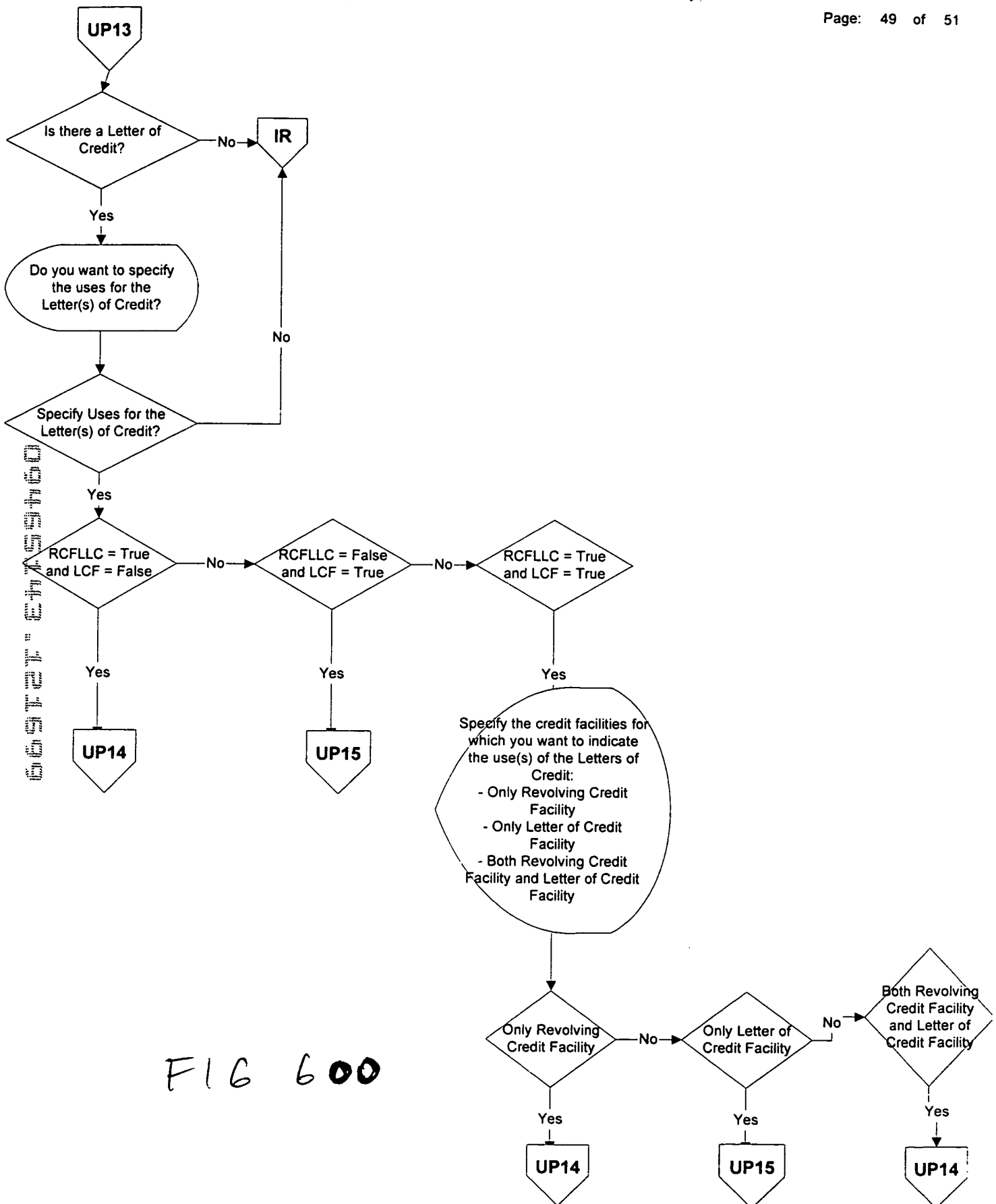
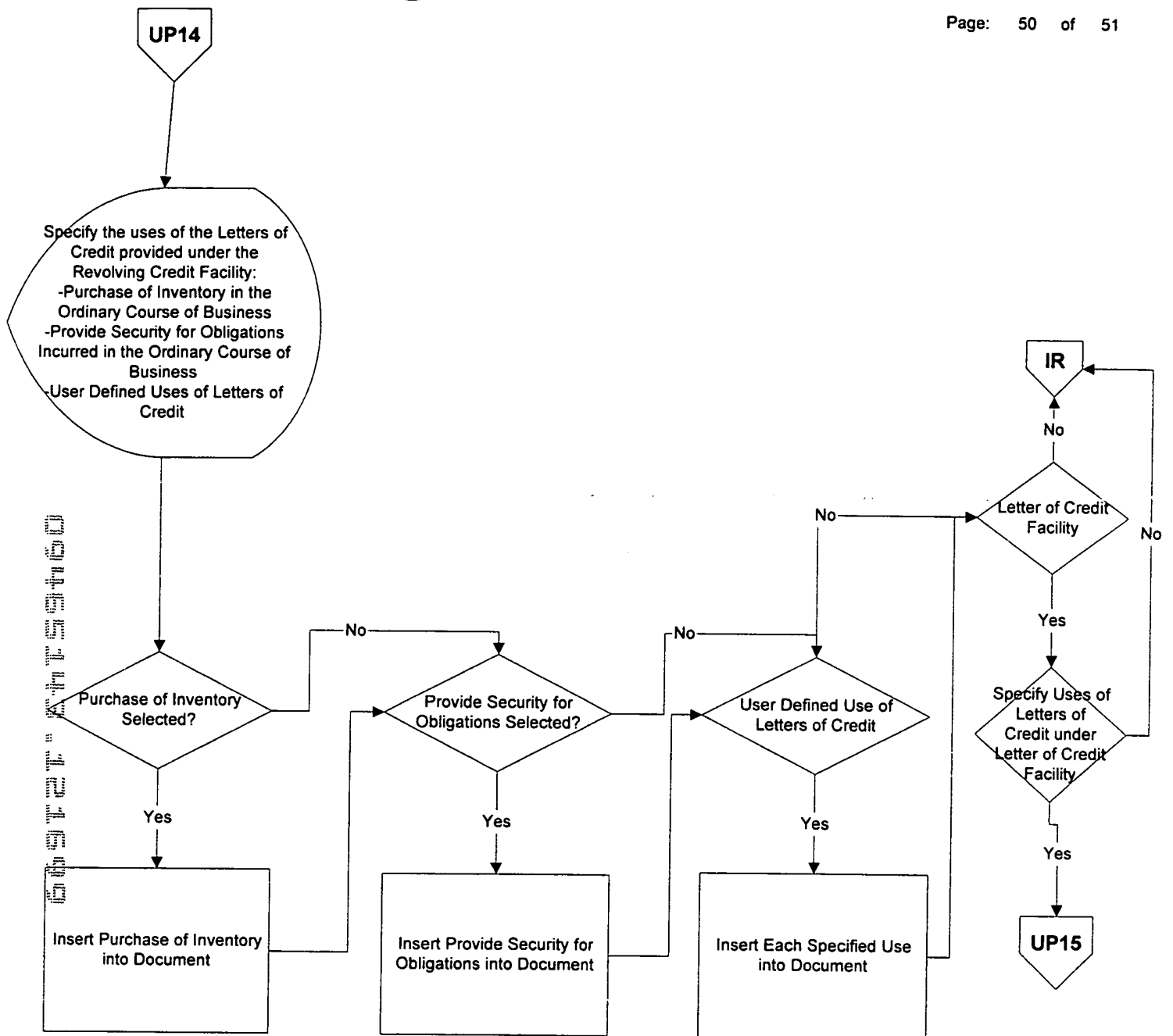


FIG 6 NN





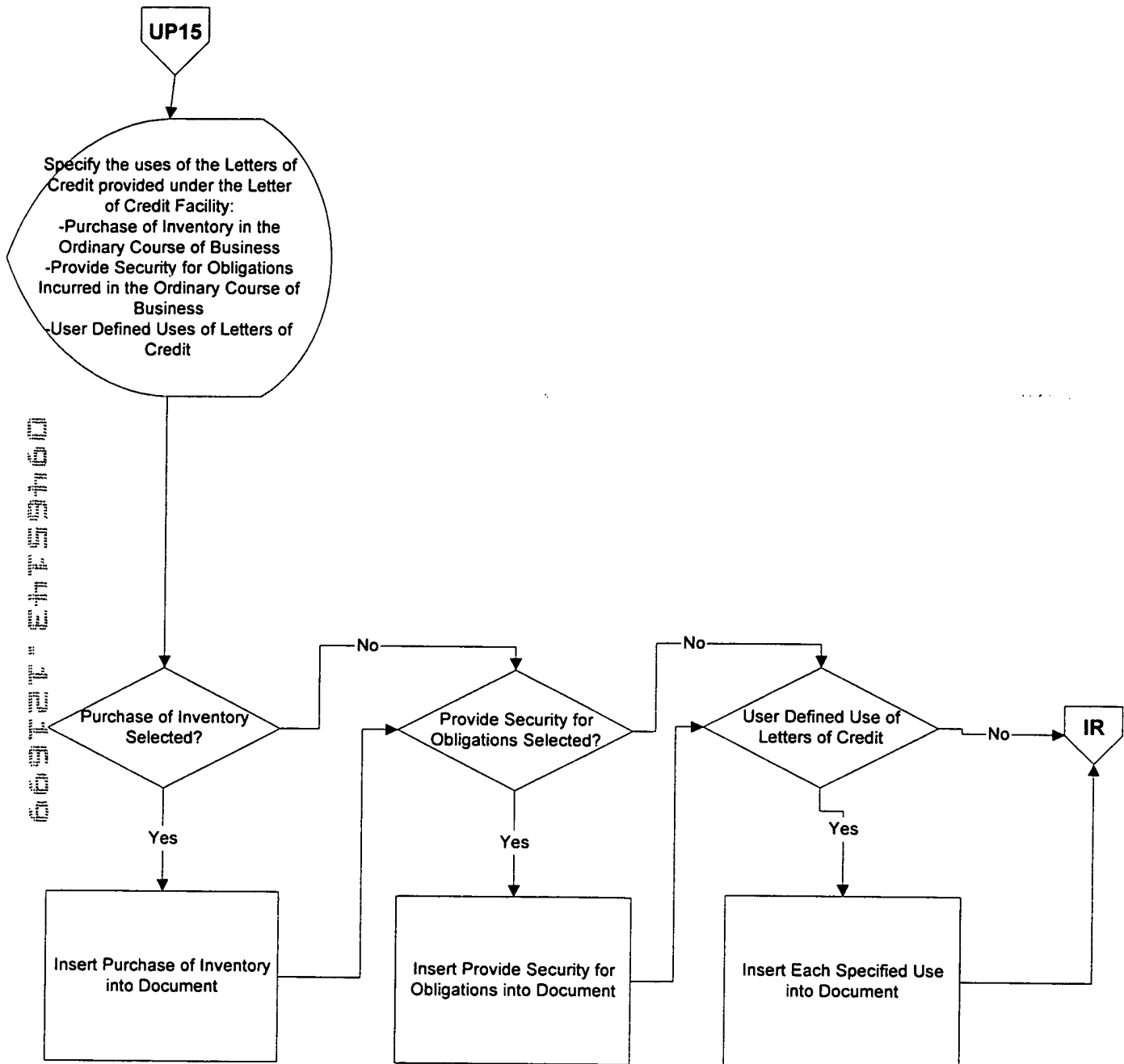


FIG 6A

66922T" E4T5460

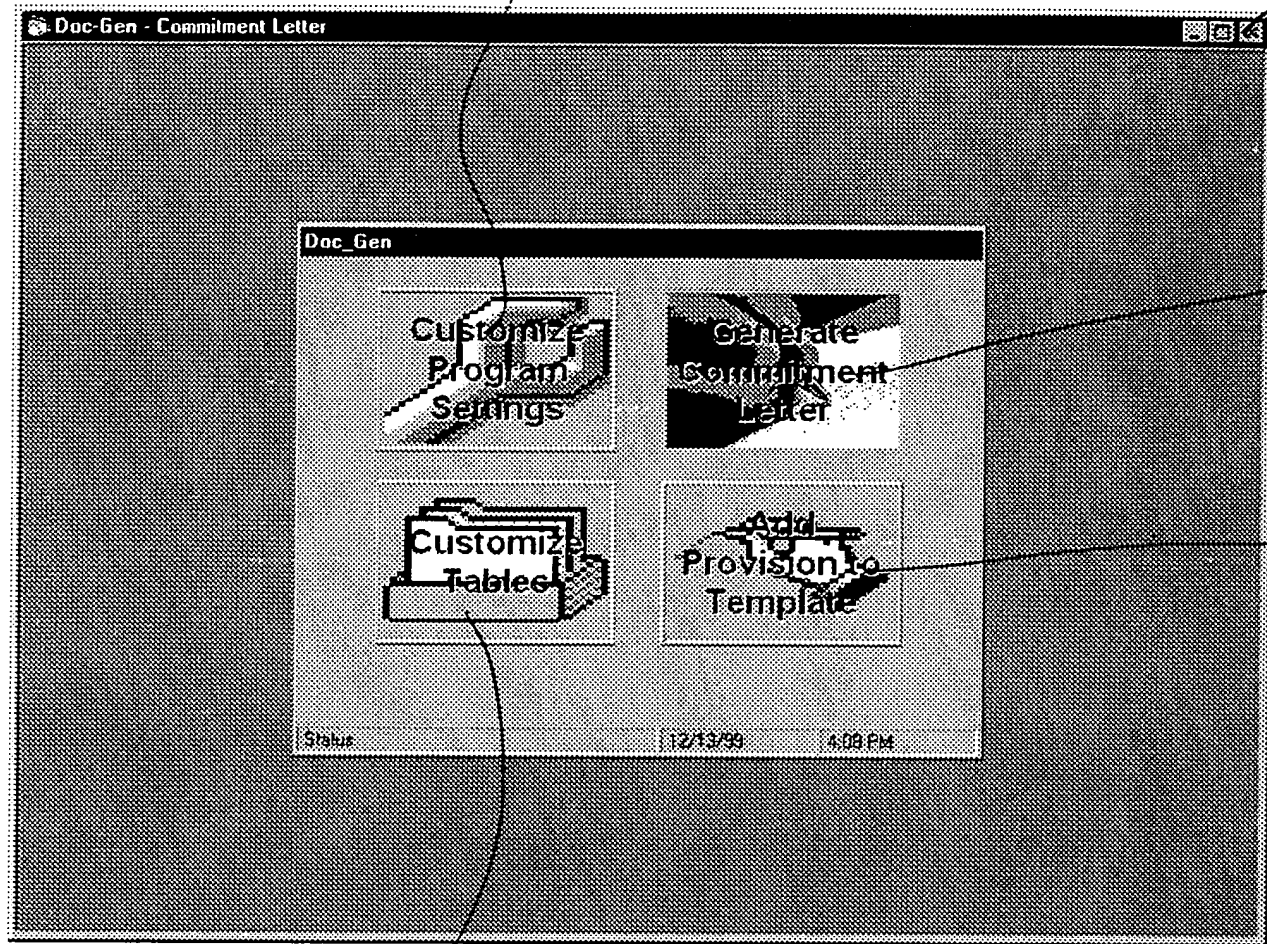


FIG 7

Each of the Commitment Documents is delivered to you on the condition that each such Document be kept confidential and not shown to or discussed with any third party (other than on a confidential and need to know basis with your counsel, governing board, and financial advisors and except as required by applicable law or court order or subpoena) without I

I

I set forth in this letter will terminate at 5:00 p.m. on I unless you accept the Commitment Documents at or prior to that time by signing and returning to I counterparts of each of the Commitment Documents. I under the Commitment Documents, if accepted by you, will in any event terminate at 5:00 p.m. on I if the closing of the { DOCVARIABLE "GeneralDefinition" * MERGEFORMAT }, including satisfaction of all conditions precedent set forth in the Commitment Documents, has not occurred on or prior to such date.

Each of the Commitment Documents may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement, and none of the Commitment Documents may be assigned by you without the prior written consent of I and may not be amended or any provision of any Commitment Document waived or modified except by an instrument in writing signed by each of the parties to such Documents. Each of the Commitment Documents shall be governed by and construed in accordance with the laws of I

We look forward to working together to complete this transaction.

I

I

Accepted and Agreed
this ____ day of I

I

FILE 83

TERM SHEET
FOR
{ DOCVARIABLE "GeneralDefinition" * MERGEFORMAT }

Parties

I

Definitions

Definitions in Commitment Letter:

Unless otherwise specified, all terms defined in the Commitment Letter to which this Term Sheet is attached have the same meaning in this Term Sheet as are specified in such Commitment Letter.

Closing Date:

Date all documentation required for the { DOCVARIABLE "GeneralDefinition" * MERGEFORMAT } is executed and delivered and all conditions precedent in all such documents are satisfied.

I

I

I

Documentation

General:

The { DOCVARIABLE "GeneralDefinition" * MERGEFORMAT } will be subject to the negotiation, execution and delivery of a definitive credit agreement and all related documentation, all in form and substance acceptable to { DOCVARIABLE "CreditProviderApprovingDocumentation" * MERGEFORMAT }. Such documentation will contain provisions typical for a transaction of this type, as well as those required by { DOCVARIABLE "CreditProviderApprovingDocumentation" * MERGEFORMAT }, including but not limited to those set forth below.

Conditions Precedent:

Each of the following:

FILE 8C

Fees, Expenses and Compensation To the extent due, payment of all costs, fees (including but not limited to legal fees), expenses and other compensation payable pursuant to the Commitment Documents.

Representations and Warranties: I

Covenants: Customary in transactions of this type and as required by { DOCVARIABLE "GeneralDefinition" * MERGEFORMAT }, including but not limited to each of the following:

Reporting Requirements. I

Affirmative Covenants. I

Negative Covenants. I

Financial Covenants. I

Events of Default: I

Taxes: All payments are to be made free and clear of all taxes (other than net income and franchise taxes), imposts, assessments, withholdings or any other deductions.

Indemnities: { DOCVARIABLE "CreditReceiversGeneral" * MERGEFORMAT } will provide indemnities customary for a transaction of this type.

Governing Law: I

Jurisdiction: { DOCVARIABLE "CreditReceiversGeneral" * MERGEFORMAT } will submit to the non-exclusive jurisdiction and venue of the federal and state courts of I

Interest: { DOCVARIABLE "CreditReceiversGeneral" * MERGEFORMAT }

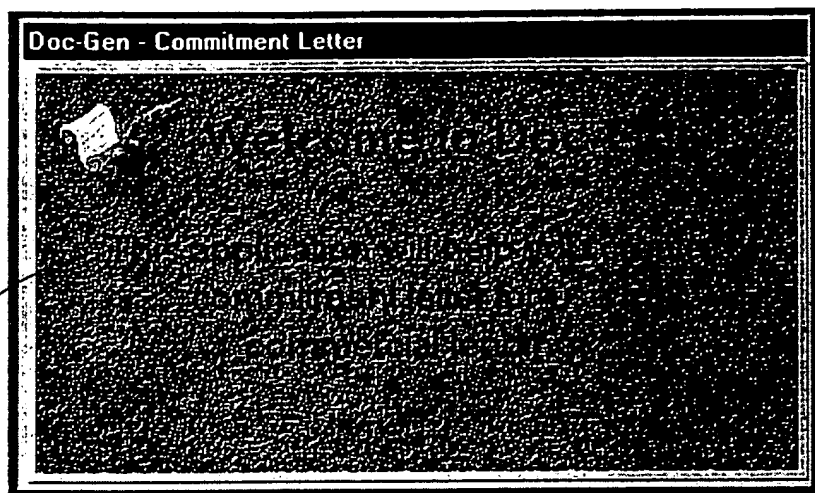
	by jury.
Counsel to I	I

I

I

663727-475460

004544-121690



THIS APPLICATION WILL HELP
YOU CREATE A COMMITMENT
LETTER FOR USE IN
COMMERCIAL LENDING

FIG 9

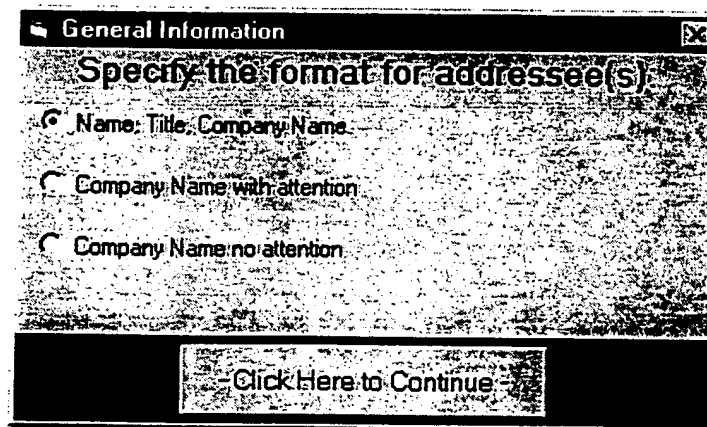


FIG 10

General Information

Do you want the commitment letter to be a syndication letter?

Yes No

F16.11

SPECIFY THE DATE BY WHICH THE
COMMITMENT LETTER MUST BE

ACCEPTED
BY

General Information

Click Here to Continue

F16.12

General Information

Specify the Credit Party approving additions to the syndicate

Bank

Click Here to Continue

F16.13

00465143-421699

0045143-121600

Please enter the names of each party

Party #1:

Party #2:

[Click Here to Continue](#)

F16 14

General Information

Specify names of parties whose counsel fees will be paid by the customer

Party #1:

Party #2:

Party #3:

[Click Here to Continue](#)

F16 16

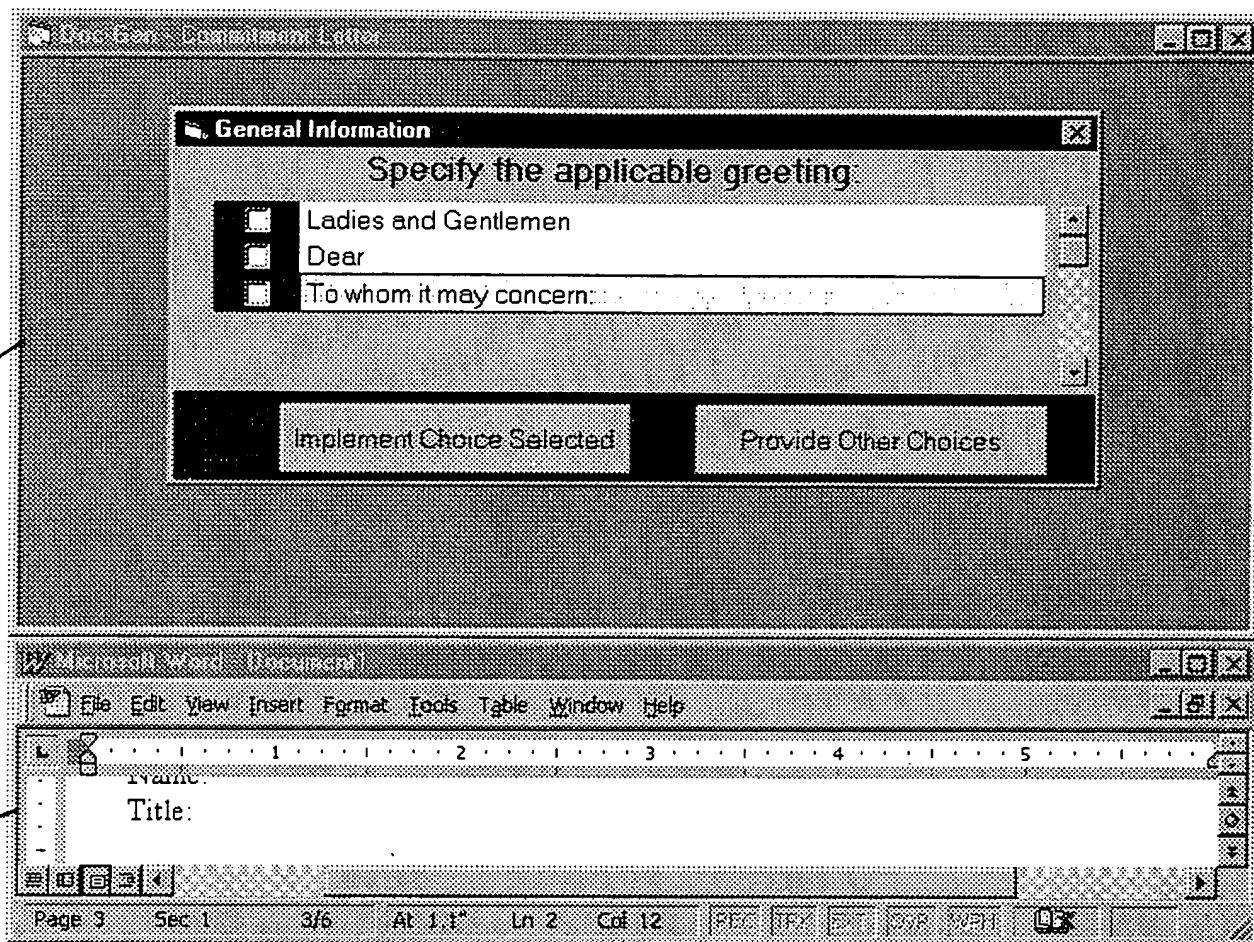


FIG 15

669121 "E4T5H60

General Information

Specify date (month and year) to be inserted on the signature line for acceptance of the commitment letter.

January 2000

Click Here to Continue

FIG 17

General Information

Specify the number of parties that will have their expenses paid by the customer.

1

Click Here to Continue

FIG 18

SPECIFY THE DEAL SPECIFIC PROVISION

General Information

Specify the Deal Specific Provision

Click Here to Continue

FIG 19

004543 121500

Addressee Information

Please enter the following information for Addressee #1

Name: Mr. John Doe

Title: Managing Partner

Company Name: Law Firm

Address: Law Firm Address

City: Garden City

State: New York Zip: 11530

- Click Here to Continue -

F16 20

Data Entry - Issuer(s) Information

Please enter the following information for Issuer #1

Officer Name: Bank Officer

Title: Vice President

Name: Bank Name

Abbr. Name: Abbr. Bank Name

- Click Here to Continue -

F16 21

09465443 1169
669221 2459460

Confirmation

Are these answers correct?

Specify the number of parties receiving credit facilities:
One

Specify the name of the Credit Party:
Credit Party Name

Specify the number of Credit Facilities:
More Than One

Credit Facilities Selected:
Revolving Credit Facility (Loans and Letter of Credit)
Term Loan on Closing Date

F16 22

Revolving Credit Facility

What elements are part of the Borrowing Base?

☒ Accounts Receivable

☐ Inventory

☒ Equipment

F16 23

SPECIFY THE
MAXIMUM AMOUNT

Revolving Credit Facility

000 000 00

Click Here to Continue

FIG 24

Revolving Credit Facility

Specify the periods

From:

January 5

January 13

To:

January 13

April 24

Click Here to Continue

FIG 25

Table Maintenance

Please select the table you want to modify

City

Edit Table Done

FIG 32

0044544341660

Revolving Credit Facility

Specify the periods

From:

To:

[- Click Here to Continue -](#)

F16 26

Term Loan on Closing Date

In the order in which each payment is to be made on the Term Loan specify the amount of each such payment

	Amount of Payments
Payment - 1	<input type="text" value="2"/> <input type="text" value="000"/> <input type="text" value="00"/>
Payment - 2	<input type="text" value="2"/> <input type="text" value="000"/> <input type="text" value="00"/>
Payment - 3	<input type="text" value="4"/> <input type="text" value="000"/> <input type="text" value="00"/>
Payment - 4	<input type="text" value="5"/> <input type="text" value="000"/> <input type="text" value="00"/>
Payment - 5	<input type="text" value="4"/> <input type="text" value="000"/> <input type="text" value="00"/>
Payment - 6	<input type="text" value="5"/> <input type="text" value="000"/> <input type="text" value="00"/>
Payment - 7	<input type="text" value="2"/> <input type="text" value="000"/> <input type="text" value="00"/>
Payment - 8	<input type="text" value="1"/> <input type="text" value="000"/> <input type="text" value="00"/>

[- Click Here to Continue -](#)

F16 27

Revolving Credit Facility

For Each Period Specified Below Specify the Start and the End of Each Period and the Amount Available Under the Revolving Credit Facility During Each Such Period:

Start of Period	End of Period	Amount Available (\$)
First Day Revolving Credit Facility Available	October 05, 1999	1,000,000.00
October 05, 1999	October 05, 1999	2,000,000.00
October 05, 1999	Last Day Revolving Credit Facility Available	3,000,000.00

- Click Here to Continue -

F1628

Selection of Multiple Credit Facilities

Please Select the Appropriate Combination of Credit Facilities:

Revolving Credit Facility

- ☒ Revolving Credit Facility (Loans Only)
- ☒ Revolving Credit Facility (Loans and Letters of Credit)

Term Loan to Repay Revolving Credit Facility

Term Loans on Closing Date

- ☒ ONE Term Loan on Closing Date
- ☒ TWO Term Loans on Closing Date
- ☒ THREE Term Loans on Closing Date

☐ Standby Term Loans

☐ Letter of Credit Facility (Separate from Revolving Credit Facility)

- Click Here to Continue -

F1629

66922 "ESTS460

Modify Selection

Term Standard #1

Change Selection for use in this transaction only

Return to Previous List

Change Selection Permanently

A

C

B

FIG 30

Officer: Table Maintenance

Id: 0

Static: 0

OfficerName: Bank Officer

Name: Bank Name

AbbrName: Abbr. Bank Name

Title: Vice President

Add Update Delete Refresh Close

Record: 1

FIG 31